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TITLE Agreement between the City University of New York and the Professional Staff Congress/City University of New York, September 1, 1984-August 31, 1987.

INSTITUTION American Association of Univ. Professors, Washington, D.C.; City Univ. of New York, N.Y.; Professional Staff Congress of the City Univ. of New York, N.Y.

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ABSTRACT

The collective bargaining agreement between the City University of New York (CUNY) and the Professional Staff Congress of City University of New York covering the period September 1, 1984-August 31, 1987 is presented. The Chapter is affiliated with the American Association of University Professors. Items covered in the agreement include: dues checkoff; faculty released time; nondiscrimination; faculty appointment and reappointment; academic rank; leaves and holidays; faculty workload; temporary disability and parental leave; personnel files; professional evaluation; grievances and complaints; arbitration procedure; disciplinary actions; increased promotional opportunities; distinguished professorships; research, fellowship and scholar incentive awards; professional reassignments in the library; welfare benefits; retirement; travel allowances; facilities and services for instructional staff; rehiring of persons who are discontinued; discontinuances; faculty and staff development; continuing education; and salaries. Included are salary schedules by rank for faculty, school staff, medical school faculty, and law school faculty. (SW)

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ED264759

AGREEMENT between the CITY UNIVERSITY OF NEW YORK and the PROFESSIONAL STAFF CONGRESS/ CITY UNIVERSITY OF NEW YORK SEPTEMBER 1, 1984-AUGUST 31, 1987

PREAMBLE

*AGREEMENT entered into this _____, by and between the CITY UNIVERSITY OF NEW YORK (hereinafter referred to as "CUNY" or the "UNIVERSITY"), and the PROFESSIONAL STAFF CONGRESS-CUNY (hereinafter referred to as the "PSC").

WITNESSETH:

WHEREAS, CUNY has had a long-standing policy that there exists an academic community of interest within the City University of New York ["CUNY"] and that such community of interest includes the Instructional Staff, and

WHEREAS, CUNY has been recognized as a "Public Employer" consistent with the terms and provisions of the Public Employees' Fair Employment Act of the State of New York, and

WHEREAS, CUNY elected to come under the rules of procedure and regulations of the New York State Public Employment Relations Board, and

WHEREAS, a secret ballot election was conducted by the New York State Employment Relations Board, and

WHEREAS, the members of the Instructional Staff in the unit hereinafter set forth freely selected the PSC as their representative for the purposes of collective negotiations and the settlement of grievances, and

WHEREAS, CUNY and the PSC affirm collective bargaining as a process to be used for the improvement of the University, and

WHEREAS, CUNY and the PSC seek to maintain and encourage, in accordance with law, full freedom of inquiry, teaching, research and publication of results the parties subscribe to Academic Freedom for faculty members. The principles of Academic Freedom are recognized as applicable to other members of the Instructional Staff, to the extent that their duties include teaching, research and publication of results, the selection of library or other educational materials or the formation of academic policy.

NOW, THEREFORE, it is agreed:

[*MATTER IN [BRACKETS] TO BE DELETED. MATTER IN BOLD TO BE ADDED.]

ARTICLE 1
RECOGNITION

1.1 The PSC is recognized by the City University of New York for the effective period of this Agreement as the exclusive collective negotiating representative under the Public Employees' Fair Employment Act for the persons in the following titles:

Professor
Associate Professor
Assistant Professor
Adjunct Professor
Adjunct Associate Professor
Adjunct Assistant Professor
Adjunct Lecturer
Adjunct College Laboratory Technician
Lecturer
Graduate Assistant ("A", "B")
Instructor
Instructor (Nursing Science)
Research Associate
Research Assistant
Senior Registrar
Registrar
Associate Registrar
Assistant Registrar
Registrar's Assistant
Chief College Laboratory Technician
Senior College Laboratory Technician
College Laboratory Technician
College Physican
Higher Education Officer
Higher Education Associate
Higher Education Assistant
Assistant to Higher Education Officer
Higher Education Aide
Business Manager
Assistant Business Manager
Assistant to Business Manager
Chairman of College Departments
Distinguished Professor [from within CUNY]
Substitute (full-time title)
University Professor

in the Hunter College Elementary School and Hunter College High School:

Chairman of Department
Teacher
Assistant Teacher
Substitute Teacher
Temporary Teacher
Guidance Counselor
Teacher of Library
College Laboratory Technician
Placement Director
Educational and Vocational Teacher

and in the Early Childhood Centers: Teacher, Assistant Teacher

The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 20.3, 24.3, 24.4, 26, 27, 34, 38 and 39.

Medical Professor Sciences (Basic Sciences)
Associate Medical Professor (Basic Sciences)
Assistant Medical Professor (Basic Sciences)
Medical Professor (Clinical)
Associate Medical Professor (Clinical)
Assistant Medical Professor (Clinical)
Adjunct Medical Professor (Basic Sciences)
Adjunct Associate Medical Professor (Basic Sciences)
Adjunct Assistant Medical Professor (Basic Sciences)
Adjunct Medical Professor (Clinical)
Adjunct Associate Medical Professor (Clinical)
Adjunct Assistant Medical Professor (Clinical)

The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 20.3, 23.1, 23.4, 24.3 (Coalition Provisions), 26, 27, 38, 39 and 40.

Law School Professor
Law School Associate Professor
Law School Assistant Professor
Law School Instructor
Law School Adjunct Professor
Law School Adjunct Associate Professor
Law School Adjunct Assistant Professor
Law School Lecturer
Law School Library Associate Professor
Law School Library Assistant Professor

The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 20, section 20.3, 36, 38 and 39.

Resident Professor
Resident Associate Professor
Resident Assistant Professor
Resident Instructor
Resident Lecturer

The following title is included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 5, 7, 8, 17, 38 and 39.

Continuing Education Teacher

Employees in the following titles in the Educational Opportunity Centers are included in the unit but excluded from the provisions of the Agreement except as provided in the Supplemental Agreement attached hereto: Lecturer, HEO Series, Business Manager Series, Assistant Registrar and College Laboratory Technician titles.

Employees in the following functions or titles are excluded:

Chancellor
Deputy Chancellor
Vice Chancellor
President
Deputy to the President
Vice President
Assistant Vice President
Dean
Associate Dean
Assistant Dean
Principal-Hunter College Elementary and High Schools
Director of Campus School
Executive Assistants to:
The Board Chairman,
Chancellor,
Vice Chancellors,
College President,
Vice President[a]

EOC:
Director,
Associate Director,
Assistant Director,
Coordinator[a]
Chief Librarian
Director[b]
Visiting Professor
Visiting Associate Professor
Visiting Assistant Professor
[Distinguished Professor from outside CUNY]
Visiting Distinguished Professor
Provost

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Office of the Vice Chancellor for Faculty and Staff Relations
Office of the General Counsel of the Board of Trustees
Labor Designees[c]
Office of Labor Designee[d]
Personnel Directors
Office of Personnel Director[e]
Affirmative Action Officer[f]
Administrator Series
Dean of CUNY Law School
Law School Chief Librarian

[a]Not more than one excluded Executive Assistant per Vice President.
[b]University Directors, SEEK and CD Directors, Educational Opportunity Center Directors, Student Center Directors, Public Relations Directors, Personnel Directors and Campus Security Directors, Directors of Continuing Education.
[c]Not more than a number equal to two times the number of colleges, plus two (for the Central Office).
[d]Not more than two members of the instructional staff, including the labor designee.
[e]Not more than two members of the instructional staff in addition to the Personnel Director.
[f]If released time or assignment to function as Affirmative Action Officer is more than 50% (fifty percent) of full-time workload.
[g]Number of Coordinators not to exceed those specified in contract between SUNY and the individual college.

1.2 It is understood that nothing contained in this Article shall be construed to prevent the Board of Trustees of the City University of New York, (hereinafter referred to as the "Board") or any University official from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective negotiations, and covered by a term of this Agreement, any changes or modifications shall be made only through negotiation and agreement with the PSC.

ARTICLE 2
CUNY—PSC RELATIONSHIPS

2.1 The parties agree to maintain the academic character of the University as an institution of higher education.

2.2 The entire Agreement between the parties consists of the terms herein stated, and this Agreement terminates all prior Agreements and understandings. All Bylaws, policies and resolutions of the Board, and all Governance plans and practices of the Colleges and of the departments, as currently in effect, or as the same may be hereafter adopted, supplemented or amended, shall be subject to the said stated terms of this Agreement.

2.3 Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of CUNY so long as such rights are not in conflict with a stated term of this Agreement.

2.4 The rights, functions and powers of the Board and its officers and agents, and of the officers of CUNY, under the applicable law of the State and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents, subject to the following:

(a) The Board shall supply the PSC with three copies of the Board's Bylaws and written policies. If there is an inconsistency or conflict between an existing Bylaw or policy of the Board and a stated term of this Agreement, the said term of this Agreement shall govern, and the Board shall promptly cause its Bylaws to be amended or repealed to conform therewith.

(b) The Board shall not adopt any new or amended Bylaws, policy or resolution which conflicts with a stated term of this Agreement. In the event any such Bylaw, policy or resolution is adopted by the Board, the said term of this Agreement shall nevertheless govern.

(c) In the event it is proposed that a Bylaw, procedure or policy respecting a term or condition of employment of all or some of the employees covered by this Agreement be adopted, amended or rescinded by resolution of the Board, the PSC shall be given notice and an opportunity to consult in respect of said action prior to said action being taken or becoming effective, in the manner specified below:

(i) The Board or its agent shall furnish the PSC with three copies of all proposed resolutions to adopt, amend or rescind a Bylaw at such time as a standing Committee of the Board or, in the event a committee does not consider the resolution in advance, as soon as the Board as a whole receives a copy of the text of such resolutions or as soon thereafter as practicable, but in no event later than the time the Board's Committee delivers notice of proposed Bylaw changes to the Board.

(ii) The Board or its agent shall furnish the PSC two copies of the agenda of each regular or special meeting of the Board at the time said agendas are made available to members of the Board, and two copies of the minutes of Board meetings at the time said minutes are made available to members of the Board.

(iii) If a standing Board Committee has scheduled hearings on any proposed Board action respecting a term or condition of employment of employees covered by this Agreement, the PSC shall, on request, be permitted to participate in such hearing on such terms as the appropriate Committee shall determine.

(iv) The PSC may request to be heard by the Board at a regularly scheduled or special meeting in order to speak to any item of the Board's agenda, provided that such request is made known to the Board Chairman not less than three (3) days prior to the meeting.

(v) Upon the delivery to a standing Committee of the Board of any proposal for a Board resolution respecting a term or condition of employment of employees covered by this Agreement, or upon the appearance on the Board's agenda of any such resolution, the PSC may request consultation with the Chancellor or his designee in respect of such proposed Board action, in advance of its being taken, and such opportunity for such advance consultation shall be provided unless manifestly impracticable, and the Chancellor or his designee, prior to the Board's action, shall report to the Board the substance of such advance consultation, it being understood that the PSC's consent to the Board's action shall not be required prior to such action being taken or becoming effective, unless the Board action shall be inconsistent with a stated term of this Agreement.

2.5 The Chancellor shall meet with the President of the PSC and a reasonable number of other officers of the PSC twice each semester for the purpose of consultation in respect of the terms and conditions of employment of employees covered by this Agreement, and of matters necessary to the implementation of this Agreement which are University-wide in nature. Other matters may be placed on the agenda by the Chancellor or the PSC by mutual agreement. In emergencies which prevent the Chancellor's attendance, the Chancellor's designee shall meet with the PSC. Each party shall submit to the other a list of particular matters to be discussed not less than five (5) days before the scheduled date of meeting.

2.6 Each College President shall meet with the PSC chapter chairperson and a reasonable number of other officers of the PSC twice each semester for the purpose of consultation in respect of matters directly affecting the terms and conditions of employment of employees of said College covered by this Agreement, and matters necessary to the implementation of this Agreement which are local in nature. Other matters may be placed on the agenda by the President or the PSC by mutual agreement. In emergencies which prevent the President's attendance, the President's designee shall meet with the PSC. Each party shall submit to the other a list of particular matters to be discussed not less than five (5) days before the scheduled date of meeting.

2.7 Nothing contained herein shall prevent the PSC from consulting with the Chancellor and the College Presidents, as described above, at times other than those set forth if matters within the area of collective negotiation arise of an urgent or emergency nature.

ARTICLE 3
UNIT STABILITY

3.1 Any group of employees in the present collective negotiation unit whose group classification is changed during the life of this Agreement will remain in the unit for the duration of this Agreement.

ARTICLE 4
CHECK-OFF AND AGENCY SHOP

4.1 *Check-Off:*
The University agrees to the principle of exclusive check-off of annual PSC dues in amounts to be determined by the PSC in accordance with the forms and procedures approved by the Comptroller's Office of the City of New York or State of New York. Withholding authorizations will be submitted to the appropriate University authorities. The University, together with the PSC, shall develop procedures in conjunction with the Comptroller's Office to expedite the deduction of dues and the prompt remission of same to the PSC.

When a member on dues deduction is transferred from one unit of the University to another, authorization to withhold dues shall be forwarded to the new payroll office.

4.2 *Agency Shop*
The University and the PSC agree that employees covered by this Collective Bargaining Agreement shall be subject to an agency shop fee deduction to the extent permitted by Article Fourteen of the Civil Service Law in accordance with procedures agreed on by the parties.

ARTICLE 5
INFORMATION AND DATA

5.1 The University, through the Office of the Vice Chancellor for Faculty and Staff Relations, shall make available to the PSC, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the collective negotiation unit and in possession of the University as are necessary for the implementation of this Agreement and for negotiation of a successor agreement. It is understood that this provision shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.

5.2 The University shall make available to the PSC:

(a) Two copies of the proposed Annual University Budget immediately upon its receipt by the Board.

(b) The name, title, salary, college, department and tenure status of each member of the negotiation unit. Such data shall be made available once during each Fall and Spring semester.

ARTICLE 6
RELEASED TIME

6.1 Released time for the handling of grievances and implementation of this Agreement shall be granted:

(a) to designees of PSC to a maximum aggregate for all campuses (including the Central Office) of 123 classroom contact hours for each semester. 120 hours shall be apportioned amongst the various colleges of The City University of New York with a minimum of 3 hours to be apportioned to each college.

(b) to an officer of the PSC, full time.

6.2 Any designee under 1 (a), who is a non-teaching member of the Instructional Staff, may be granted a maximum of one day released time each week. For purposes of paragraphs 1 and 5, a day of released time shall be the equivalent of six classroom contact hours.

6.3 The names of such PSC designees shall be supplied in writing to the President of each college, with a copy to the Vice Chancellor for Faculty and Staff Relations, no later than prior to the June commencement preceding the beginning of the fall semester and no later than two months preceding the beginning of the spring semester for which such released time is sought. No member of the Instructional Staff who is not a full-time employee in this unit may be eligible for such released time.

6.4 Such released time may not be used to solicit PSC membership.

6.5 Consistent with the proper staffing of college and university programs and services, the Board will permit the PSC to purchase released time for additional designees. Such released time shall be purchased at the adjunct rate appropriate to the designee. The amount of released time under this paragraph shall be subject to agreement between the parties.

ARTICLE 7
ORGANIZATIONAL USE OF FACILITIES

7.1 Upon request to the President or his designee, the college chapter of the PSC shall be permitted to meet at the college if appropriate facilities are available. All requests must be in writing at least three days prior to the requested meeting.

7.2 The PSC shall be permitted to use college mailroom facilities for the distribution of PSC communications.

7.3 At each college campus, the President or his designee shall assign two (2) bulletin boards for the exclusive use of the PSC for the purpose of posting PSC notices. It is agreed that the number of bulletin boards at each college campus shall not exceed eight (8). However, the PSC shall be entitled to post notices on existing college bulletin boards customarily used for general notices to Instructional Staff, such as in the Faculty Lounge and in the Faculty Dining Room.

ARTICLE 8
NON-DISCRIMINATION

8.1 Neither the University nor the Union will interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in or lawful activity on behalf of the Union. Neither the University nor the Union will discriminate in respect to hire, tenure of employment or any terms or conditions of employment of any employee covered by this Agreement because of sex, race, national origin, religion, **sexual orientation**, political belief or membership in, or lawful activity on behalf of the Union. The University and the Union shall comply with applicable provisions of federal, state and municipal laws and ordinances in respect of discrimination in employment because of age or because of handicap.

8.2 The Union agrees that it will admit to membership and represent equally all members in the bargaining unit.

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ARTICLE 9
APPOINTMENT AND REAPPOINTMENT

9.1 When reasonably practicable, initial full-time appointment to the Instructional Staff shall be made, in writing, by the President or his designee and approved by the Board prior to the effective date of appointment. Where such written appointment in advance of the effective date is not practicable, appointment shall be made by the President or his designee, subject to final action by the Board; in such instances, the President or his designee shall advise the appointee, in writing, that the appointment is subject to Board approval.

When a non-tenured or non-certificated member of the instructional staff does not appear at the college to perform his/her duties and fails to receive an authorized leave of absence, the individual shall be considered to have abandoned his/her position, and the college shall have no further obligation to that individual under the following circumstances: in the case of a full-time member of the teaching or non-teaching instructional staff or counselor in an academic title, such abandonment shall be deemed to have occurred after 10 consecutive days of absence, other than Saturdays, Sundays or holidays. In such case the college shall notify the staff member in writing, where possible, by certified mail that abandonment of his/her position has occurred. In the case of an adjunct, such abandonment shall be deemed to have occurred after unauthorized absence from the first week of scheduled classes. In such case the college shall notify the staff member in writing by certified mail that abandonment of his/her position has occurred.

In any grievance filed pursuant to abandonment of a position based upon the above, the burden of proof shall be upon the grievant to show:

1. He/She taught assigned classes or performed his/her duties on the days at issue, or
2. He/She applied for and received a prior approved leave for the days at issue.
3. He/She was unable to report for work or give notice because of an emergency which made it impossible to report for work or give notice.

9.2 In the event that the Board does not approve of the appointment, and the appointee has already commenced work, the appointee shall have the option of receiving compensation pro rata for time worked or accepting a college appointment for the duration of that single semester. When, however, the Board does not approve the appointment for cause involving matters such as falsified credentials or inaccurate vita, the University shall be under no obligation other than payment for work performed to that point.

9.3 All initial full-time appointments to the Instructional Staff (except for those of substitutes and distinguished professors) shall be for one year or to the end of the academic year in which the appointment takes effect. For appointments to the Business Manager series and HEO series which are made on the basis of the fiscal year, the fiscal year shall obtain.

9.4 All full-time reappointments to the Instructional Staff shall be for no less than one year, except for substitutes and for retirement leave. Employees, other than those who announce their bona fide intent to retire and meet applicable conditions contained in S 3107 of the Education Law shall be compensated in a lump sum for all annual leave or compensatory time owed on the final date of the appointment or in the case of resignation as of the final work day.

9.5 Part-time appointments may be for less than one year.

9.6 Appointments to the title of Graduate Assistant shall be in accordance with the provisions of 11.2 of this Agreement.

9.7 Substitutes are temporary employees appointed to fill vacancies caused by leaves and/or emergencies; such persons shall have no presumption of retention.

9.8 Instructors and non-certificated Lecturers with four or more years of continuous full-time service in those titles immediately preceding appointment to the rank of Assistant Professor shall receive two years of service credit toward the achievement of tenure in the title Assistant Professor.

By August 31, preceding the first full year appointment to the title, Assistant Professor, the employee shall state, in writing, his/her preference regarding whether or not he/she wishes to waive the service credit toward tenure provided in the previous paragraph. In the event the employee wishes the service credit waived and the President or the President's designee approves, the service credit shall be waived irrevocably. In the event that the employee wishes to have the service credit applied or does not state a preference, the service credit shall apply. Approval or denial of the request shall not be subject to the provisions of Article 20.

9.9 When a College President determines not to make a recommendation to the Board for reappointment of a full time member of the instructional staff or promotion of a full time member of the instructional staff recommended to him/her by a College P & B Committee or other appropriate body, the individual affected by that decision shall be notified of the Committee's favorable recommendation and of the President's decision. The notice shall not state the reasons for the President's action.

Within ten (10) school days after receipt of said notice, the affected individual may submit to the President a signed request, for a statement of the reasons for the President's action. Within ten (10) school days after receipt of the request, the President shall furnish a written statement of his reasons to the affected employee. The President shall not be required thereafter to justify his decision or his reasons.

It is recognized that the President has an independent duty to recommend to the Board for appointment, reappointment, tenure or promotion only those persons he/she is reasonably certain will contribute to the improvement of academic excellence at the college and to consider institutional factors.

9.10 In the event that a a full time member of the instructional staff appeals through academic channels a negative decision regarding reappointment, tenure, a Certificate of Continuous Employment, or promotion, and the appeal is not successful, the individual shall be so notified by the President or his/her designee in writing.

Within 10 school days after receipt of said notice the affected individual may submit to the President a signed request for a statement of reasons for the denial of the appeal. Within ten (10) school days after receipt of the request, the President shall furnish a written statement of the reason(s) for denial to the affected employee.

It is recognized that the President has an independent duty to recommend to the Board for appointment, reappointment, tenure or promotion only those persons he/she is reasonably certain will contribute to the improvement of academic excellence at the college and to consider institutional factors.

Consistent with Section 20.5 of this Agreement the President's academic judgment shall not be reviewable by an arbitrator.

9.11 An individual who has received a statement of reasons pursuant to section 9.9 may not, upon appeal to the President, receive a second statement of reason pursuant to section 9.10.

ARTICLE 10
SCHEDULE FOR NOTIFICATION OF REAPPOINTMENT AND NON-REAPPOINTMENT

10.1 Members of the Instructional Staff other than employees in the HEO and Business Manager Series and in the Hunter College Campus Schools shall receive written notice of reappointment or of non-reappointment on the following schedule:

(a) Instructional Staff Members in Tenure-Bearing and Certificate-Bearing Titles, Adjunct and Instructor Titles:

1. Persons hired on an annual basis on September 1 in their first year of service shall receive such notice on or before April 1. An individual who has had prior service in another unit of the University shall be deemed to be serving his initial year of appointment in the first year of service at the new unit. This provision shall not be deemed to affect the accumulation of service credit toward tenure or toward a certificate of continuous employment.

2. Persons hired on an annual basis in their second or later years of continuous service shall receive such notice on or before December 1, except that persons in the title Lecturer shall receive such notice in their second year on or before April 1.

3. Persons in adjunct titles hired on a semester basis shall receive such notice on or before December 1 in the Fall semester or April 1 in the Spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum which shall be communicated to the employee as soon as they are known to the appropriate college authorities.

(b) All other members of the Instructional Staff not otherwise specified shall receive such written notice:

1. On or before June 1 in the first year of service. An individual who has had prior service in another unit of the University shall be deemed to be serving his initial year of appointment in the first year of service at the new unit . This provision shall not be deemed to affect the accumulation of service credit toward tenure or toward a certificate of continuous employment.

2. On or before May 1 in their second year or later year of service.

10.2 All notifications shall be made by the President or his designee subject to financial ability and subject to ratification by the Board.

10.3 When timely notice of non-reappointment has once been given, but it is later determined in the grievance procedure that there was some irregularity in the original decision not to reappoint, a subsequent notice of non-reappointment, otherwise valid, given after the irregularity has been removed or corrected, shall be deemed timely for the purposes of this Article.

ARTICLE 11
CLASSIFICATION OF TITLES

11.1 The title Lecturer shall be a tenure-bearing (certificate of continuous employment) title used for full-time members of the faculty who are hired to teach and perform related faculty functions, but do not have a research commitment. A certificate of continuous employment shall be granted in accordance with the provisions of Article 12. Persons appointed to this rank shall be entitled to all faculty retirement and other fringe benefits and shall be scheduled in accordance with the provisions of Article 14. In the Schools of General Studies, Lecturers who are employed primarily to perform professional library functions shall not be required to perform guard duty or maintenance duties.

11.2 *Graduate Assistant:*

This category was designed to provide support for full-time CUNY students to enable them to complete their graduate degrees in a reasonable time while receiving financial support and gaining teaching experience. This title designates a student who is the equivalent of a graduate assistant at other universities and who is receiving graduate student financial aid similar to the undergraduate work-study financial aid plan.

First priority shall be given to graduate students in The City University for such graduate fellowships.

No person shall be appointed to the title Graduate Assistant more than three years consecutively except when special permission is requested by the executive officer of the doctoral program in which the student is enrolled and the Chairman of the department in which he is employed. In no instance shall such extensions be granted for more than two additional appointments. Appointments may be for less than one year.

(a) The employment, retention, evaluation or assignment of persons employed in the title Graduate Assistant, to the extent that it is based upon their status, progress and evaluation as graduate students shall not be subject to the grievance procedure established in this contract.

(b) A joint committee of the PSC and the University shall be established to develop a University-wide formula for the employment and distribution of Graduate Assistants in the University based on proposals submitted by the faculty of the Graduate Division.

11.3 The regular full-time academic title shall be used for those members of the full-time Instructional Staff of a College within the City University who assume teaching or related assignments in a University session which are in addition to normal full-time assignments. The extent of such additional assignments shall be limited by the multiple position regulations of the Board.

11.4 The titles of **Adjunct College Laboratory Technician**, Adjunct Lecturer, Adjunct Assistant Professor, Adjunct Associate Professor or Adjunct Professor shall be used for people who are not full-time members of The City University of New York faculty and who teach part-time or who have other part-time assignments in the University. The assignment of title shall depend on meeting the relevant qualifications as stipulated by the Bylaws of the Board.

11.5 *Hunter College Campus Schools*

A teacher at the Hunter College Campus Schools who has achieved a Master's degree prior to appointment or during service as a substitute at the Campus Schools will receive service credit toward tenure for service rendered subsequent to the attainment of the Master's degree as a substitute in the area in which the Master's degree is held when he or she is appointed on a permanent line, on the following basis: One year of service credit for one full year of service; two years of service credit for two full years of service; three years of service credit for three or more full years of service.

11.6 *University Professor*

(a) Appointment to the title University Professor shall not confer, nor shall be credited as service toward the achievement of tenure in such position or any other position on the instructional staff. Appointment to such position or removal therefrom shall not deprive the person so appointed or removed of tenure in the highest position held with tenure prior to his/her appointment to such position or conjointly with such office.

(b) Notwithstanding the provisions of section 6.5b of the Bylaws, the term of appointment shall be five years

or until the end of the academic year during which such person reaches mandatory retirement age, whichever is shorter. Upon recommendation of the Chancellor, such person shall be eligible for one reappointment.

(c) Compensation for employees in this title shall consist of the salary in the base title plus [$5,000] $10,000 per annum.

ARTICLE 12
CERTIFICATE OF CONTINUOUS EMPLOYMENT

12.1 Members of this unit in the title Lecturer shall be eligible for a certificate of continuous employment upon a sixth full-time appointment in the title of Lecturer immediately preceded by five years of continuous full-time service in the title of Lecturer. In computing eligible time in service, such time shall commence with the first September of appointment.

12.2 When service has been continuous and a break in full-time service has occurred by virtue of a reduced schedule, such less than full-time service shall be prorated towards its equivalency in full-time service.

12.3 The certificate of continuous employment shall be valid only in the college or in the Educational Opportunity Center which makes the certificate or sixth appointment and shall carry with it the guarantee of full-time reappointment subject to continued satisfactory performance, stability in academic program, sufficiency of registration and financial ability.

12.4 The terms of this article do not apply to service in any title other than Lecturer.

12.5 Effective one year after initial appointment, no member of this unit in the title Lecturer shall be denied reappointment on the basis of professional incompetence unless he has been evaluated during at least three semesters (including the first year of appointment) according to the provisions contained in this Agreement. Article 18 and unless two of the last four evaluations indicate unsatisfactory professional performance.

12.6 An Instructor may be appointed in the title Lecturer immediately preceded by five years of continuous full-time service as an Instructor in the same department, in which case he shall receive a Certificate of Continuous Employment as a Lecturer.

ARTICLE 13
MULTIPLE YEAR APPPOINTMENTS FOR BUSINESS MANAGER AND HIGHER EDUCATION OFFICER (HEO) SERIES

13.1 The normal appointment year for employees in the HEO and Business Manager series shall be July 1 through June 30.

13.2 Employees in the HEO series and Business Manager series titles shall be subject to the following appointment and reappointment practices:

(a) The first appointment and the first reappointment shall be for a one-year period.

(b) For HEOs and Business Managers the second and third reappointment shall be for two-year periods. The fourth reappointment shall be for a five-year period. Subsequent reappointments shall be for six-year periods. The second reappointment for Aide, Assistant to, Assistant and Associate levels shall be for a three-year period. The third reappointment shall be for a five-year period. Subsequent reappointments shall be for six-year periods.

(c) When an employee with at least one full year of service in a HEO or Business Manager series title, is appointed to a higher HEO or Business Manager series title, the first full-year appointment in such higher title shall be for a one-year period. The first and second reappointment in such higher title shall be for either a two-year period (HEO and Business Manager levels) or a three-year period (Aide, Assistant to, Assistant and Associate levels).

If an employee's total service in the HEO or Business Manager series at the end of the first full-year appointment in a higher title is five years or more, the first reappointment shall be for a five-year period.

If an employee's total service in the HEO or Business Manager series at the end of the first full year appointment in a higher title is ten years or more, the first reappointment shall be for a six-year period.

If an employee had been serving in a five or six-year reappointment in a lower title in the HEO or Business Manager series, the first full-year appointment in a higher title shall be for a one-year period and the first reappointment shall be for a five or six year period as the case may be.

Where an employee is serving in a multiple year appointment in a HEO or Business Manager series title and is appointed to a higher title in either series, during the initial appointment to a full year in the higher title only a substitute may be employed in the prior title and function. In the event the employee appointed to the higher title does not receive a reappointment in the higher title, that employee shall be permitted to return to the prior title for the period terminating with the expiration date of the multiple-year appointment in the lower title.

(d) An employee in the title HE Aide with two or more years [July 1-June 30] of continuous full-time service as of 6/30/83 in the title HE Intern who is reappointed as a HE Aide shall be reappointed for a three-year period commencing 7/1/83. Thereafter all appointments shall conform to the provisions of section 13.3(a).

13.3.a. Effective July 1, 1984, the schedule of appointments and multiple year reappointments for employees who continue to serve in the same title in the Business Manager and Higher Education Officer series shall be as follows:

The first appointment, first reappointment and second reappointment each shall be for a one year period. The third reappointment shall be for a three year period and the fourth reappointment shall be for a five year period.

b. Upon recommendation of the President and approval of the Board of Trustees, if an employee is granted a subsequent reappointment such employee shall not be subject to annual or multiple year reappointments.

c. During the period of service in the first appointment, first reappointment and second reappointment in each title in the HEO and Business Manager series, the provisions of sections 9.9, 9.10 and 9.11 of the Agreement shall not apply to employees covered by this Article.

d. Effective June 30, 1984, an employee in a title in the HEO and Business Manager series who, at the expiration of his/her current appointment, will have completed 11 or more years of continuous full-time service in a single title in the HEO and Business Manager series, will continue to serve until the expiration of that appointment. Thereafter, if recommended for reappointment by the President and approved by the Board of Trustees, such employee shall not be subject to annual or multiple year reappointments.

e. Effective June 30, 1984, an incumbent employee in a title in the HEO and Business Manager series, who, at the expiration of his/her current appointment will have completed less than 11 years of continuous full-time service in a single title in the HEO and Business Manager series will continue to serve until the expiration of his/her current reappointment. Subsequent reappointments, if recommended by the President and approved by the Board of Trustees, shall be as follows:

For incumbent employees in a HEO or Business Manager series title serving in the first appointment under Section 13.2 above; the next reappointment shall be for one year. Thereafter reappointments shall be for one year, three years and then five years. A subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.

For incumbent employees in a HEO and Business Manager series title serving in the first reappointment under Section 13.2 above; the next reappointment shall be one year then for three years and then for five years. A subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.

For incumbent employees in titles in HEO and Business Manager series who complete the three year multiple year appointment under Section 13.2 above, the next reappointment shall be for a three year period and then for another three year period. A subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.

For incumbent employees in the titles, Higher Education Officer or Business Manager, serving in the first two year reappointment the next reappointment shall be for three years and then for four years. A subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.

For incumbent employees in the titles, Higher Education Officer or Business Manager serving in the second two year reappointment the next reappointment shall be for five years. A subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.

Incumbent employees in titles in the HEO and Business Manager series who complete a five year reappointment in accordance with 13.2 above and who complete such appointments on or after June 30, 1984 and who have completed 10 or more years of continuous service in a single title in the HEO or Business Manager series shall, if reappointed, be granted a reappointment in accordance with Section 13.3b above.

13.3f. When an employee with at least one full year of service in a HEO or Business Manager series title is appointed on or after July 1, 1984 to a higher HEO or Business Manager series title, the first full year appointment, and, first reappointment in such higher title shall be for a one year period. The second reappointment in such higher title shall be for a three year period. If, however, an employee's total service in the HEO or Business Manager series at the end of the first full year appointment in a higher title is six years but less than 11 years, the first reappointment shall be for a five year period. If an employee's total service in the HEO or Business Manager series at the end of the first full year appointment in a higher title is 11 years or more, such employee shall, if recommended for reappointment by the President and approved by the Board of Trustees, not be subject to annual appointment or reappointment.

When an employee is serving in a multiple year appointment in a HEO or Business Manager series title and is appointed to a higher title in either series, during the initial one full year appointment and one full year reappointment in the higher title only a substitute may be employed in the prior title and function. In the event the employee appointed to the higher title does not receive a reappointment in the higher title, that employee shall be permitted to return to the prior title for the period terminating with the expiration date of the multiple year appointment in the lower title.

Employees, with continuous service in the HEO or Business Manager series who were appointed to higher titles prior to July 1, 1984 shall have the provisions of 13.3f applied upon the expiration of their current appointments.

13.4.a. An employee serving in an appointment provided in Section 13.3b above may be terminated after three consecutive unsatisfactory annual evaluations in three successive fiscal years [July 1 through June 30] or after three consecutive annual evaluations in three successive years in which institutional factors specified in such evaluations indicate abolition of the function performed by the individual should occur.

Annual evaluations for HEO and Business Manager series personnel shall state whether the evaluation is satisfactory or unsatisfactory.

b. When a decision to terminate an employee is made under Section 13.4.a. the President or his/her designee shall advise the candidate in writing that his/her employment shall be terminated 120 calendar days from the date of such communication.

13.5a. Notice of non-reappointment shall be given on or before April 1 in respect of the first and second reappointments, except in the case of persons who assume the duties of the position on October 1 or later in which case the notice of non-reappointment date shall be May 1.

b. For all subsequent reappointments, employees shall be given notice of non-reappointment on or before March 1.

13.6 The above shall not preclude appointments for a partial year when (a) an initial appointment is made after July 1 for a year ending June 30, or (b) when an appointment is for purposes of using accrued annual leave. Such appointments made prior to September 1 shall be considered as if they were full-year appointments for purposes of applying this article with the exception of paragraph 13.5.

13.7 Individuals subject to this article shall be subject to discharge for just cause, subject to the Grievance and Arbitration article and not to Article 21 of this Agreement.

[illegible] contained in this article shall abrogate or diminish the University's rights and authority to assign and/or reassign individuals in the HEO and Business Manager series or to discontinue employment consistent with Article XI.

ARTICLE 14
LEAVES AND HOLIDAYS

14.1 The period of annual leave for full-time teaching members of the faculty shall be from the day subsequent to the June commencement of each college until the first of September following such commencement or an equivalent consecutive period.

14.2 For persons in the titles of College Laboratory Technician, the HEO title series, and the Business Manager title series, there shall be 25 work days per year of annual leave.

14.3 For members of the Instructional Staff who are employed as Librarians or in the Registrar series, there shall be 30 work days of annual leave.

14.4 All employees in the College Laboratory Technician and HEO title series who were employed prior to September 1, 1969, shall suffer no loss or diminution of prior vacation privileges.

14.5 All employees in the Business Manager and fiscal officer title series, who were employed prior to the inclusion of these titles under the Instructional Staff, shall suffer no loss or diminution of prior vacation privileges.

14.6 For non-classroom personnel, attendance at pro-

fessional conferences which are approved by the college and enhance the individual's professional performance and growth shall not be charged to annual leave.

14.7 Instructional Staff Personnel who are engaged in non-teaching functions and who work a 35-hour week (HEO, Business Manager, Research Series, Library Staff, College Laboratory Technicians, Registrar's Series, Research Assistant, et. al.):

The regular holidays with pay shall be as follows:

(a) Independence Day—July 4
(b) Labor Day—First Monday in September
(c) Columbus Day—Second Monday in October
(d) Veterans' Day—November 11
(e) Election Day—First Tuesday following the First Monday in November
(f) Thanksgiving Holiday—Fourth Thursday in November, Friday following
(g) Christmas Holiday—December 24 and 25
(h) New Year's Holiday—December 31, January 1
(i) Lincoln's Birthday—February 12
(j) Washington's Birthday—Third Monday in February
(k) Memorial Day

If a holiday falls on a Saturday or Sunday which is not a regular work day it shall be observed on the Friday before or Monday following as designated by the college or by the University or, at the option of the University, may be designated as an unscheduled holiday, to be taken following the holiday for which it is substituted but prior to the end of the fiscal year, with the prior approval of the employee's supervisor. In addition, there shall be two unscheduled holidays in the period July 1-June 30 of each year.

14.8 Adjunct classroom teachers and teachers on multiple position assignments employed for a course may be excused for personal illness or personal emergency including religious observance, death in the immediate family or similar personal needs which cannot be postponed for a period of 1/15 of the total number of clockhours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such request in advance, the department chairperson should be informed as soon as possible. The reason provided must be satisfactory to the chairperson.

ARTICLE 15
WORKLOAD

15.1 *Workload for classroom teaching members of the Instructional Staff, excluding teachers in the Hunter College Elementary and High Schools and Early Childhood Centers:*

(a) The academic work year shall be from September 1 through August 31 inclusive of annual leave as currently provided in Article 14. Except for such periods of annual leave, classroom teaching members of the Instructional Staff shall be available for assignment to professional activities.

(b) Employees on the teaching staff of the City University of New York shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the teaching staff has the obligation, among others, to be available to students, to assume normal committee assignments, and to engage in research* and community service. In determining what is "excessive" or "unreasonable" under this paragraph, practices in the University during the 1971-72 academic year shall be one of the important elements to be considered.

*It is understood that Lecturers and teachers in the Hunter College Campus Schools shall not be required to have a research commitment.

15.2 *Workload for part-time members of the Instructional Staff:*

A person appointed to an Adjunct title is not a full-time employee of The City University of New York. Employment in an adjunct position or a combination of adjunct positions shall not constitute a full-time position. Adjunct Lecturers or Adjuncts in other titles, excluding Graduate Assistants, shall not be assigned a total of more than a maximum of two courses or 60% (whichever is less) of the department average classroom contact hour workload, in one unit of The City University of New York. In addition, such Adjunct may be employed to teach a maximum of one course of not more than six (6) hours at another unit of The City University of New York.

15.3 *Workload for Graduate Assistant:*

Graduate students holding the title of Graduate Assistant A shall have an assignment of a maximum of 240 contact teaching hours or 450 hours of non-teaching assignments during the work year. Graduate students holding the title of Graduate Assistant B shall have an assignment of a maximum of 120 classroom teaching hours or 225 hours of non-teaching assignments in the B title during the work year. If a Graduate Assistant B also holds an adjunct or other hourly position, his total combined assignment may not exceed 240 contact teaching hours or 450 hours of non-teaching assignment during the work year.

15.4 *Workload for non-classroom members of the Instructional Staff, including members of the Instructional Staff assigned to the libraries, Student Personnel Staff, Counselors, HEOs, Registrars, College Laboratory Technicians and Research Assistants:*

The work year shall be September 1 through August 31, including periods of annual leave as provided in Article 14. (Except for periods of annual leave as provided in Article 14 student personnel staff, counselors and library staff, in academic titles, shall be available for assignment.)

(a) Members of the Instructional Staff assigned as Counselors or to other student personnel assignments, except those in the Higher Education Officer series, shall have a work week of thirty (30) hours as assigned.

(b) All other members of the non-classroom Instructional Staff shall have a week of thirty-five (35) hours per week as assigned.

This work week is to be scheduled in not more than five days in any week for employees in the College Laboratory Technician series.

Employees whose assignment is to a non-airconditioned facility shall have a work week of 30 hours which shall consist of a schedule of 9:00 A.M. to 4:00 P.M. commencing on the Monday following the college commencement to September 1 of that year.

(c) Employees on the non-classroom Instructional Staff of the City University of New York shall not be required to work an excessive number of hours, or be assigned an unreasonable schedule, it being recognized by the parties that members of the staff have the obligation to perform their responsibilities in keeping with the proper staffing of the day session, evening session, summer session, extension divisions and special programs of the University. In determining what is "excessive" or "unreasonable" under this paragraph, practices in the University during the 1971-72 academic year shall be one of the important elements to be considered.

(d) It is understood that split schedules do not meet the definition of a reasonable schedule. A split schedule is a schedule in which the hours assigned are not consecutive except for meal periods.

15.5 *Multiple Positions*

Each faculty member must comply with the Board's rules and regulations pertaining to multiple positions or additional occupations or employment either within the University or outside of the University whether or not the faculty member receives any compensation in such additional occupation or employment.

ARTICLE 16
TEMPORARY DISABILITY OR PARENTAL LEAVE

16.1 The term "temporary disability" for purposes of this Article shall be defined as any temporary physical or mental incapacity including pregnancy, complications of pregnancy and childbirth.

16.2 Employees covered by this Agreement shall be granted temporary disability leave of twenty (20) calendar days, exclusive of Saturdays, Sundays and authorized holidays and recesses during each year of service. Persons appointed to positions on the Instructional Staff immediately after having served as regular employees in schools or colleges supported in whole or in part from City or State funds shall have temporary disability leave balances credited to them not exceeding those which would have been earned had such services in such schools or colleges been in an institution under the jurisdiction of the Board. Services in a school or college supported in whole or in part by City or State funds concurrent with service in an institution under the jurisdiction of the Board shall not be counted. The unused portions of such temporary disability leave shall be cumulative to a maximum of one hundred and sixty (160) calendar days during which the college is in regular session.

16.3 Any absences in excess of the cumulative temporary disability leave accrued to the absentee shall be taken without pay, except that the Board may, in cases of protracted disability or unusual hardship, hear recommendations from the President that this provision be waived in exceptional instances, without thereby establishing a precedent.

(a) For the purpose of computing the number of days of cumulative temporary disability leave this Article shall be deemed effective as of the date of the employee's appointment.

(b) Temporary disability leave shall be computed commencing from the date of first absence from the assigned duties and shall include all additional calendar days, exclusive of Saturdays, Sundays and authorized holidays and recesses until such person's return.

(c) Persons employed on fractional schedules shall have their temporary disability leave and accumulated temporary disability leave prorated.

(d) Temporary disability leave shall be earned only after a full calendar month of service and no accruals or partial accruals shall be granted for service of less than a full calendar month. A full calendar month of service shall represent service from the first working day through the last working day of a given month.

(e) Any employee who is absent from duty because of a temporary disability shall promptly inform his department chairman, who in turn shall inform the appropriate dean of the nature of the temporary disability and of the probable duration of the absence.

(1) When any absence because of a temporary disability exceeds thirty (30) consecutive working days, the absentee shall present a statement from his physician explaining the nature of his temporary disability and certifying that he is fully capable to return to work. In the case of any such absence because of a temporary disability in excess of thirty (30) consecutive working days, the college may also require an examination by a physician in its employ or appointed by it, who shall certify his belief that the absentee is fully capable of returning to work. In cases in which there is a conflict of opinion, a third physician, acceptable to the absentee and to the President of the College, shall be called in and his judgment shall be accepted as conclusive. In the event that it is found that the condition of such person is such that he is incapable of resuming his normal duties, such person shall apply for such additional period of leave of absence as may be necessary. Failure to make such application for an additional period of leave of absence shall be deemed neglect of duty.

16.4 Persons who are members of a public retirement system and who meet the eligibility requirements for service retirement, and persons who are members of the optional retirement program and who meet similar eligibility requirements to those of the public retirement system, who announce their bona fide intention to retire and file the appropriate application to retire shall be granted a retirement leave of absence with full pay consisting of one-half of their accumulated unused temporary disability leave up to a maximum of one semester, or the equivalent number of school days. The terms and conditions relating to the counting of such days, intervening vacation periods, cancellation of such leave, reinstatement to active service, etc., shall be governed by Section 3107 of the State Education Law.

16.5 In addition to the provisions of this Article, employees entitled to disability insurance benefits shall receive paid temporary disability leave from the date of the commencement of their temporary disability up to the commencement of disability insurance benefit payments. Upon the return of the employee to duty such advanced temporary disability leave that had been provided must be repaid through assignment of future accruals. In the event the employee resigns or voluntarily leaves the University, the remaining value of the advanced temporary disability leave shall be deducted from remaining paychecks or otherwise reimbursed to the University.

16.6 Leaves of absence without pay for temporary disability for periods of less than one (1) year may be recommended by the Board to the appropriate retirement system for credit as service for retirement. Increments may be recommended by the Board for the period during which an employee is on leave of absence without pay for temporary disability for periods less than one (1) year.

16.7 Employees who on September 1, 1969 were entitled to cumulative unused temporary disability leave in excess of one hundred sixty (160) calendar days shall retain the excess accumulation. However, thereafter, no temporary disability leave can be accumulated in excess of one hundred sixty (160) calendar days.

16.8 *Special Leaves for Child Care*

Special leaves for the purpose of caring for a newborn infant shall be granted to a member of the Instructional Staff upon notification to the President and application for such leave, provided the applicant has legal responsibility for the care and/or support of said child. Such leave shall, insofar as it is practicable, begin on February 1 or September 1, unless the date of the birth of the child is such as to render these times inappropriate. The duration of the leave shall ordinarily be for one full semester. In exceptional cases, the President may terminate such leave during the college term, provided there is an appropriate opening in which the applicant's service may be utilized. An extension of such leave shall be permitted on request for a period not in excess of one year from the end of the original leave. No further extension shall be permitted. Leaves for the purpose of caring for a newborn infant shall be granted without pay during the period of the leave, including the vacation period concomitant to the leave. If the leave is for one semester only, the loss of paid vacation shall be for one month only. If the leave is for two semesters, both

months of vacation shall be without pay. [If the duration of the leave is one year or more, it shall not be credited toward salary increments.] **If the duration of the leave is less than one calendar year, it shall be credited toward salary increments; if it is one calendar year or more, it shall not be credited toward salary increments.**

16.9 When the service of a member of the Instructional Staff is interrupted by reason of absence on a leave for the purpose of caring for a newborn infant, the period of creditable service immediately preceding such absence shall be counted in computing the years of service required for the granting of tenure or for a certificate of continuous employment.

ARTICLE 17

JURY DUTY

17.1 Employees who are required to serve on a jury, or are required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regular salary during such absences provided that they remit to the University an amount equal to the compensation received by them, if any, for jury duty. Employees on jury duty during annual leave or holidays shall not be required to remit to the University compensation for such duty.

ARTICLE 18

PROFESSIONAL EVALUATION

18.1 The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to encourage the improvement of individual professional performance and to provide a basis for decisions on reappointment, tenure and promotions. An evaluation of professional activities shall be based on total professional performance. Written evaluations shall be on file for all employees.

18.2 (a) Evaluation of a member of the teaching faculty shall be based on total academic performance, with especial attention to teaching effectiveness, including, but not limited to, such elements as:

1. Classroom instruction and related activities;
2. Administrative assignments;
3. Research;*
4. Scholarly writing;
5. Departmental, college and university assignments;
6. Student guidance;
7. Course and curricula development;
8. Creative works in individual's discipline;
9. Public and professional activities in field of specialty.

*It is understood that lecturers and teachers in the Hunter College Campus Schools shall not be required to have a research commitment.

(b) Teaching observation, as described below, is one factor in total evaluation of academic performance of the teaching staff.

1. At least once during each academic semester, non-tenured and non-certificated members of the teaching staff shall be observed for a full classroom period. One observation shall take place during any scheduled class during the first ten weeks of a semester. The employee shall be given no less than 24 hours of prior notice of observation.

Tenured and certificated members of the teaching staff may be observed once each semester.

2. (a) Each department P & B committee shall designate a panel, the size to be specified by the chairman, of department observers (which shall include members of the P & B committee). The department chairman shall schedule the members of this panel to conduct observations as necessary. Each observer shall submit, through the department chairman, a written observation report to the department P & B committee within one week of the observation. These observation reports shall be considered by the committee in its total evaluation of the employee.

(b) The department chairman shall schedule the post-observation conference for the employee within two weeks after receipt of the written observation report. The post-observation conference shall include the employee and the observer. Either a member of the P & B committee or a member of the department with the rank of tenured Associate Professor or tenured Professor may be assigned by the chairman at the request of the employee or the observer.

(c) Following the post-observation conference, the assigned P & B representative or the assigned senior faculty member shall prepare a record of the discussion in memorandum form for submission to the chairman. The original conference memorandum shall be placed in the employee's personal file. The employee may have a copy of this document provided a signed receipt is tendered. The observation report shall be placed in the personal file.

(d) In the event that the observation or post-observation conference is not held within the time stipulated herein, the employee shall, within ten (10) working days thereafter, file an "observation/conference request form" with the chairman. A copy of the form shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file within the stipulated time the "observation/conference request form" shall bar the employee from subsequent complaint regarding such non-compliance with Article 18.2 (b), 2 (b) or (c). Upon the receipt of the request form the college shall cause appropriate remedial action to be taken, including, if necessary, scheduling of an observation and/or observation conference by the dean or President or their designee.

(e) After ten (10) semesters of service teaching observation for adjunct personnel shall be held at the request of the chairperson or the adjunct.

18.3 Annual Evaluations:

(a) *Members of the teaching faculty*: At least once each year, each employee other than tenured full professors shall have an evaluation conference with the department chairman or a member of the departmental P & B committee to be assigned by the chairman. Tenured full professors may be evaluated. At the conference, the employee's total academic performance and professional progress for that year and cumulatively to date shall be reviewed. Following this conference, the chairman or the assigned member of the P & B shall prepare a record of the discussion in memorandum form for inclusion in the employee's personal file. Within ten (10) working days after the conference, a copy of the memorandum shall be given to the employee. If the overall evaluation is unsatisfactory, the memorandum shall so state. The employee in such case shall have the right to endorse on the memorandum a request to appear in person before the department P & B.

(b) *Members of the non-teaching staff, including Librarians, CLTs, Counselors, Student Personnel Services staff, Registrar series, Business Manager series, HEO series and other non-teaching members of the Instructional Staff covered by this Agreement*:

Preferably once each semester, but at least once each year, each employee shall have an evaluation conference with the chairman or supervisor to be designated by the appropriate dean or President. At the conference, the employee's total performance and professional progress shall be reviewed. Following this conference, the designated official shall prepare a record of the evaluation discussion in memorandum form for inclusion in the employee's personal file. A copy of the report shall be given to the employee within ten (10) working days following the conference.

(c) In the event that a date for yearly evaluation is not scheduled by March 1, the employee shall, within ten (10) working days thereafter, file the "observation/conference request form" with the chairman or supervisor. A copy of the form shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file the request form shall bar the employee from subsequent complaint regarding such non-compliance with the above-stated scheduling requirement. Upon receipt of the request form, the dean or President, shall cause appropriate remedial action to be taken to insure compliance with this provision.

(d) After four (4) semesters of service annual evaluation for adjunct personnel shall be held at the request of the chairperson or the adjunct, provided, however, that if such evaluations are conducted at the request of the adjunct, such evaluations may not be conducted more than once every four semesters.

18.4 In those institutions that operate on a basis other than semester (such as trimester or quarter system) the observation and evaluation provisions of this Article, where applicable, shall apply only to two of the three trimesters or two of the four quarters.

ARTICLE 19

PERSONNEL FILES

19.1 Each unit within The City University shall maintain two personnel files for each employee.

19.2 There shall be a personal file which shall include but not be limited to the following:

(a) Personnel information;

(b) Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his request;

(c) Records generated by the college;

(d) Memoranda of discussions with the employee relating to evaluations of the employee's professional performance;

(e) Observation reports of the employee's academic and professional performance.

No materials shall be placed in the employee's file until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each such document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

(f) Each non-tenured and non-certificated full-time member of the instructional staff is encouraged to examine and to initial his/her personal file prior to the end of each academic year. Such member should promptly report to the individual keeping the files any documents which he/she wishes to be included in the file and should furnish any such document not in the possession of the college.

Each year, each tenured and certificated full-time member of the instructional staff is encouraged to examine and to initial his/her personal file prior to the end of the fall semester. Such member should promptly report to the individual keeping the files any documents which he/she wishes to be included in the file and should furnish any such document not in the possession of the college.

The employee's personal file shall be available for examination by the employee at his request.

19.3 There shall be a separate administration file which shall contain only such materials requested by the unit of The City University or supplied by the employee in connection with the employee's employment, promotion or tenure.

The administration file shall be available only to the committee and individuals responsible for the review and recommendation of the employee with respect to appointment, reappointment, promotion or tenure.

ARTICLE 20

COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

20.1 *Intent*:

The parties agree to use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the PSC, the employees, and the University. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

20.2 *Definitions*:

A complaint is an informal claim by an employee in the bargaining unit, or by the PSC of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal procedure herein set forth.

A grievance is an allegation by an employee or the PSC that there has been:

(1) a breach, misinterpretation or improper application of a term of this Agreement; or

(2) an arbitrary or discriminatory application of, or a failure to act pursuant to the Bylaws and written policies of the Board related to the terms and conditions of employment.

20.3 *Informal Procedure for Handling Complaints*:

Any employee in the bargaining unit may present and discuss his complaint either with or without a representative of the PSC. Similarly, a representative of the PSC may present and discuss a complaint on behalf of any employee or group of employees with the head of the department involved. This presentation and discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

20.4 *Formal Procedure for Handling Grievances*:

Grievances may be filed by an employee in the bargaining unit on his or her behalf, by the PSC on its behalf, or by the PSC on behalf of any employee or group of employees in the bargaining unit. Grievances involving employees in more than one College of the University may be filed by the PSC initially at Step 2 of the grievance procedure.

Except in the case of a grievance or arbitration brought by the PSC on its own behalf or on behalf of an employee or a group of employees, no member of this unit may represent another member of this unit at any level of the grievance or arbitration procedure.

A grievance must be filed by an employee or the PSC within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after the PSC or the employee on whose behalf the grievance is filed became aware of the action complained of. **Grievances relating to reappointment, or to appointment with a certificate of continuous employment shall be filed within thirty (30) days, excluding Saturdays, Sundays or legal holidays of the individual's scheduled date of notification as**

specified by Articles 10 and 13 of the Agreement. Any grievance or informal complaint not processed in accordance with the time limits specified herein shall be deemed waived by the grievant. A grievance must be stated in writing setting forth the basis therefore with reasonable particularity, including a designation of the Article of the Agreement, the Section of the Bylaws, or the written policy of the Board relied upon, and the remedy requested.

Step 1. Grievances shall be filed with the President of the College affected or the President's designee. The President or the designee shall, within fifteen (15) days, excluding Saturdays, Sundays, or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the purpose of discussing the grievance. The President or the designee shall, within fifteen (15) days, excluding Saturdays, Sundays, or legal holidays, after the grievance meeting, issue a decision with reasons in writing to the grievant and the PSC.

Step 2. If the grievance has not been settled at Step 1, then within twenty (20) days, exclusive of Saturdays, Sundays, and legal holidays, after receipt of the written decision of the President of the College or the President's designee, or the expiration of the time limits for making such decision, the grievant or the PSC may submit the grievance in writing to the Chancellor or the Chancellor's designee, together with a copy of the decision of the President of the College affected, or the designee. The Chancellor or the Chancellor's designee shall, within twenty (20) days, exclusive of Saturdays, Sundays, or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the purpose of discussing the grievance. The Chancellor or the designee shall, within twenty (20) days, exclusive of Saturdays, Sundays, or legal holidays, after the grievance meeting, mail the disposition with reasons in writing to the PSC and to the grievant or grievants affected by certified mail, return receipt requested.

Step 3. If the grievance has not earlier been settled, or if the Chancellor's disposition has not been issued within the time limits above set forth, the person or persons who submitted the grievance at Step 2 may appeal the Step 2 decision to arbitration by serving written notice to that effect by certified mail, return receipt requested, directed to the Chancellor or the Chancellor's designee and to the American Arbitration Association within twenty (20) days, exclusive of Saturdays, Sundays, or legal holidays, after mailing of the Step 2 decision, or the last date for the mailing thereof. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the laws of the State of New York, subject to the provisions of paragraph "20.5" hereof.

Legal holidays referred to above shall be those holidays so designated by the State of New York.

20.5 *Special Arbitration Provisions:*

(a) The parties hereby designate
and/or such other arbitrators as shall be mutually agreed upon by the parties during the life of this Agreement, as Members of the Arbitration Tribunal Panel under the Agreement. The American Arbitration Association shall designate individual Arbitrators, who are Members of the Arbitration Tribunal Panel, to serve in particular cases submitted to arbitration in accordance with this Section. The designation and initial scheduling of such cases shall be in accordance with following procedure:

shall be the Administrative Chairman of the Arbitration Tribunal Panel. The Chairman shall review all requests for arbitration, together with the grievances in Step 1 and Step 2 and the responses related thereto, and shall, in his discretion, determine and direct the American Arbitration Association in respect of the assignment and initial scheduling of particular cases for hearing before himself or any other single Member of the Panel. The Member of the Panel so designated shall be the sole Arbitrator for such case. In connection with said scheduling and assignment, the Chairman may require consultation with parties' representatives as to the nature of the issues and relief sought and as to other matters related to the assignment or initial scheduling of cases for hearing. The Chairman may issue a Memorandum of such consultation for the guidance of the parties, the American Arbitration Association, and the designated Arbitrator, it being understood that the Chairman shall make no determination as to any issue of arbitrability or as to any other issue in the case, unless and until he is the assigned Arbitrator, and that the said Memorandum shall not constitute an Award nor be binding upon the designated Arbitrator or the parties. The arbitrator shall be authorized at any time during the course of the proceedings, on the basis of the proceedings to date, to issue preliminary or interim awards, including awards as to arbitrability, which shall determine the further course of the proceedings.

(b) For purposes of this sub-paragraph, "academic judgment" shall mean the judgment of academic authorities (including faculty, as defined by the Bylaws, and the Board) (1) as to the procedures, criteria and information to be used in making determinations as to appointment, reappointment, promotions, and tenure and (2) as to whether to recommend or grant appointment, reappointment, promotions and tenure to a particular individual on the basis of such procedures, criteria and information. In the arbitration of any grievance of action based in whole or in part upon such academic judgment, the Arbitrator shall not review the merits of the academic judgment or substitute his own judgment therefore, provided that the Arbitrator may determine (i) that the action violates a term of this agreement or (ii) that it is not in accordance with the Bylaws or written policies of the Board, or (iii) that the claimed academic judgment in respect of the appointment, reappointment, promotion or tenure of a particular individual in fact constituted an arbitrary or discriminatory application of the Bylaws or written policies of the Board.

(c) (1) In cases involving the failure to appoint, promote or reappoint an employee in which the Arbitrator sustains the grievance, except as specifically provided by sub-paragraph (d) below, the Arbitrator shall not, in any case, direct that a promotion, appointment or reappointment with or without tenure be made, but upon his finding that there is a likelihood that a fair academic judgment may not be made on remand if normal academic procedures are followed, the Arbitrator shall remand the matter to a select faculty committee of three tenured full or associate professors of the City University of New York, to be selected from a panel jointly chosen by the Chancellor and the President of the PSC of no fewer than 100 tenured full or associate professors, or in a case involving members of the non-classroom instructional staff, from a panel of no fewer than 40 Higher Education Officers, Higher Education Associates, Business Managers, Assistant Business Managers, Registrars, Associate Registrars, Chief College Laboratory Technicians and Senior College Laboratory Technician's. The composition of the said panel shall be subject to review and/or replacement annually.

The selection of the members of a select faculty committee shall be made in the following manner:

The Chancellor shall submit to the PSC the names of 4 persons from the panel established pursuant to paragraph 20.5.c.1 to serve on the committee. The PSC may reject one name. In the event the PSC does not reject one name the Chancellor shall select the 3 persons to serve on the committee. The committee to whom such remand is made for the making of the academic judgment shall (1) have access to the same materials to which the College President had access with respect to the action from which the grievance arose, except as modified by the Arbitrator's Award, (2) be subject to the regular rules of confidentiality of faculty proceedings, and (3) the select committee shall be constituted within a reasonable time after the Arbitrator's Award is rendered and shall render its decision within twenty (20) days thereafter. The authority of the committee is limited to rendering the academic judgment on the action from which the grievance arose. The committee recommendation shall be in conformity with the Bylaws and policies of the Board and with the Agreement. The recommendation of the committee shall be in the form:

> "The committee recommends (does not recommend) (a) appointment, (b) reappointment or (c) promotion."

The committee shall not make recommendations as to any other matter, including but not limited to period of employment or compensation or other benefit of employment.

On receipt of a positive decision which conforms with this Agreement, the Chancellor shall recommend approval of the select committee decision to the Board of Trustees. In the event that the committee decision does not conform with the Agreement, the committee shall be disbanded and a new committee established.

(2) In cases which arise from actions on reappointment with tenure or a CCE or promotion, the grievant who has been awarded retroactive tenure, CCE or promotion as a result of the recommendation of a select faculty committee adopted by The Board shall receive the salary exclusive of fringe benefits which would have been payable from the effective date of the tenure, CCE or promotion less any amounts earned and other legal offsets attributable to the period between the date of tenure, CCE or promotion and the effective date of the implementation of the remedy.

In cases which arise from actions on reappointment for a prescribed period of time, and the grievant is reappointed as a result of the recommendation of a select faculty committee adopted by The Board, the sole remedy shall consist of reappointment for a prospective equivalent period of time.

Grievances which arise from action on reappointments with tenure, CCE or promotion shall be given priority in processing in the grievance procedure including scheduling for arbitration.

(d) (1) In cases involving the failure to reappoint an employee in which the arbitrator sustains the grievance upon a finding of a failure to comply with, or an arbitrary or discriminatory application of, procedures such that no academic judgment could have been made with respect to the reappointment of such employee, and a further period of service is necessary to correct the failure to comply with, or the arbitrary or discriminatory use of, procedure, the arbitrator may recommend the prospective reappointment of such employee for a period not to exceed one academic year. The Board shall appoint the employee in accordance with the arbitrator's recommendation. In no event shall such reappointment confer or result in the granting of tenure, a certificate of continuous employment, or a multiple-year appointment.

(2) If an employee who has been appointed upon an arbitrator's recommendation is thereafter reappointed pursuant to established procedures for the next academic year in a tenure or certificate-bearing title, or in a multiple year reappointment situation, the service pursuant to the appointment recommended by the arbitrator shall be counted as service toward tenure or a certificate of continuous employment, or a multiple year appointment, as the case may be.

20.6 In no event shall the Arbitrator have authority to add to, subtract from, modify or amend the provisions of this Agreement or the Bylaws of the Board. Such decision or award shall be binding upon the PSC, the University and the employees affected thereby. The costs of arbitration shall be borne equally by the parties. When arbitrations are not initiated by the PSC, the American Arbitration Association shall require the employee or employees submitting the same to file with the Association adequate security to pay the cost of arbitration. Expenses for witnesses, however, shall be borne by the party who calls them.

20.7 *Duplicative Proceedings*

A grievance alleging a violation of Article VIII shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation.

Notwithstanding the preceding sentence, in a case involving a non-reappointment, if the processing of the grievance is not completed within three hundred and forty-five (345) days of the date of notice of non-reappointment, the restriction provided in the preceding sentence shall not be applicable when a complaint is filed thereafter with the City Commission on Human Rights, the State Division of Human Rights or their successor agencies with respect to the same claim.

20.8 A grievance filed by the PSC pursuant to this article may be resolved by settlement only if agreed to in writing by the Office of Faculty and Staff Relations and by the PSC Central Office.

ARTICLE 21
DISCIPLINARY ACTIONS

21.1 Members of the Instructional Staff may be disciplined by removal, suspension with or without pay, or any lesser form of discipline for one or more of the following reasons, except that staff in the HEO or Business Manager series titles shall be subject to discharge as provided in Article 13.7, and Adjuncts shall be subject to discharge as provided in Article 21.12:

(a) Incompetent or inefficient service;

(b) Neglect of duty;

(c) Physical or mental incapacity;

(d) Conduct unbecoming a member of the staff. This provision shall not be interpreted as to constitute interference with academic freedom.

21.2 Disciplinary proceedings shall be initiated by the president of the college of the person by the service of a written notice of an intent to prefer charges upon the employee, which shall set forth:

(a) the proposed charges against the employee, and
(b) the proposed penalty.

21.3 Within seven (7) days of service of the written notice of intent to prefer charges, a meeting shall be conducted by the President or his or her designee with the employee, who may be accompanied by an attorney or representative of the Professional Staff Congress, to discuss the notice, the proposed charges, the proposed penalty, and the basis of the charges.

21.4 Within fourteen (14) days of the meeting described in section 21.3, the President shall either:

(a) Withdraw the notice of intent to prefer charges, or

(b) Prefer charges, including a recommended penalty.

21.5 Within fourteen (14) calendar days of service of the President's written statement of charges and recommended penalty, the employee may:

(a) Acquiesce to the charges and accept the recommended penalty by written notification to the President

or,

(b) Request a hearing before the Chancellor's Designee.

If no acquiescence to the charges and acceptance of the penalty is received and if no request for a hearing is made by the employee, the matter shall proceed in accordance with Section 21.6 below.

21.6 Within fourteen (14) days of receipt of the President's statement of charges, unless the penalty has been accepted by the employee, the Chancellor's Designee shall schedule a hearing and within 14 days of the hearing investigate the matter and render a decision including the determination of penalty.

21.7 The penalty recommended by the Chancellor's Designee shall be implemented after fourteen (14) calendar days, unless within fourteen (14) calendar days of the receipt of the decision of the Chancellor's Designee the employee elects to appeal as follows:

a. In the case of an employee who is tenured or certificated and upon whom a penalty of dismissal or of a monetary nature is imposed by the Chancellor's Designee, the employee may elect either to:

(1) proceed to disciplinary arbitration in accordance with section 21.8 below, or

(2) elect to have the matter forwarded to a CUNY hearing committee, in accordance with section 21.9 below.

b. In the case of an employee who is tenured or certificated, and upon whom a penalty other than dismissal or of a monetary nature is imposed by the Chancellor's Designee, and in the case of all non-tenured and non-certificated employees subject to these procedures, the employee may appeal by proceeding to disciplinary arbitration in accordance with section 21.8 below.

21.8 Disciplinary Arbitration

21.8.a The City University and the PSC shall jointly agree on a panel of disciplinary arbitrators. Each member of the panel shall be assigned a number in rotation and, in the event of disciplinary arbitration, the first arbitrator in order who is available to conduct a hearing within ten (10) calendar days shall serve as the arbitrator.

21.8.b. The procedure for disciplinary arbitration is as follows:

(1) Notice of appeal to disciplinary arbitration shall be filed by service upon the Vice Chancellor for Legal Affairs. A copy of the appeal shall be sent simultaneously to the College President.

(2) The case shall be assigned to an arbitrator to be selected in accordance with section 21.8.a above.

(3) The disciplinary arbitrator shall hold a disciplinary arbitration hearing within ten (10) calendar days of designation, or on such other date as may be mutually agreed upon by the parties. The disciplinary arbitrator shall render a decision within five (5) calendar days of the close of the hearing. The arbitrator shall follow AAA procedures.

(4) The disciplinary arbitrator shall be limited to determinations of guilt or innocence and the sufficiency of grounds for the penalty. The arbitrator shall not consider alleged violations of any other provision or article of this Agreement, or of University Bylaws or written policies, which shall be subject, as applicable, only to the provisions of Article 20 of this Agreement. The disciplinary arbitrator shall not add to, subtract from, or modify the provisions of this Agreement. The disciplinary arbitrator's decision regarding guilt or innocence and the sufficiency of grounds for the penalty shall be final and binding upon the parties. The disciplinary arbitrator may approve or disapprove the penalty or impose other penalties warranted under the circumstances.

21.9 CUNY Hearing Committee

A CUNY Hearing Committee shall be convened for tenured and certificated employees against whom the Chancellor's Designee has imposed a penalty of dismissal or of a monetary nature and who elect to proceed hereunder. The procedure shall be as follows:

(a) Within ten (10) calendar days of the receipt of employee's election to proceed hereunder, a hearing committee consisting of three (3) tenured or certificated members of the CUNY Instructional Staff, designated as follows, shall be convened to hear and determine the charge:

One member designated by the College Personnel and Budget Committee of the College of the person charged (or by the College Committee exercising the usual power of such Committee);

One member designated by the University Faculty Senate Executive Committee from a college other than the college of the person charged; and

One member from outside the college concerned, who shall be Chairman, shall be selected by the other two and shall be of the rank of tenured full or associate professor.

The names of the members of this committee shall be reported to the Board by the President.

(b) In the event a hearing committee is not appointed within ten (10) days of the service of the charges upon the person charged, the appointment of the persons above described shall be made by the Board or the Executive Committee of the Board.

(c) The Committee, and the Chairman of the Committee, shall have the powers of a Committee appointed by the Board under Section 6212(8) of the Education Law, and may request the General Counsel of the Board or Vice Chancellor of the University for Legal Affairs to act as its legal adviser or hearing officer, to make rulings on evidence or procedural questions, or to assist the Committee to make such rulings. The person charged shall have the right to representation, the right to confront his accusers, and to cross-examine witnesses. The Committee shall not be bound by the rules of evidence.

(d) Upon the adverse determination of the Committee, the person against whom charges have been instituted shall be entitled to an appeal on the hearing to the Board, with the right of representation before the Board or a committee designated by the Board prior to its final determination on the question of his/her removal.

21.10 The procedures specified herein shall continue in effect until the expiration date of the CUNY-PSC Agreement which shall be the successor agreement to that commencing September 1, 1984. At that time, the parties shall negotiate the continuance or modification of these procedures. Should no agreement be reached, Article 21 of the 1982-84 CUNY-PSC Agreement shall be incorporated into the next succeeding agreement.

21.11 Any person against whom charges have been made may, at any time during the pendency of the charges, be suspended by the president of the college. Such suspension shall be without loss of pay.

A person suspended with pay shall be available for all procedures mandated by Article 21. Upon suspension with pay, notwithstanding any other provision of this Agreement, any request to be absent from any aspect of these procedures must be approved in advance by the Vice Chancellor for Faculty and Staff Relations upon the recommendation of the President. Failure to be available for any Article 21 proceeding without said approval of a request to be absent for the period specified in the approval of the request shall result in loss of pay status for a period of three weeks. Such period of non-pay status shall be discontinued as of the date of the proceeding if a proceeding under this article is scheduled and held within that three-week period. If the proceeding is not scheduled and held within that three-week period and the person continues to be unavailable, the person shall be subject to further removal from pay status for successive three-week periods until such time as the proceeding is scheduled and held. Said loss of pay status cannot be charged to annual leave, temporary disability leave, or other paid leave.

21.12 Adjuncts shall be subject to discharge for just cause, subject to the Grievance and Arbitration article and not to Article 21 of this Agreement.

ARTICLE 22

INCREASED PROMOTIONAL OPPORTUNITIES

22.1 In order to increase promotional opportunities for members of the Instructional Staff in the titles Professor, Associate Professor, Assistant Professor and Instructor, and in an effort to reach goals of 30-30-30-10 expressed in article XXX of the expired contract between the Board and Legislative Conference, the University agrees that budgetary considerations shall not constitute a ground for withholding promotions of qualified persons recommended for promotion to such titles in accordance with established criteria and procedures.

22.2 In order to increase promotional opportunities for members of the Instructional Staff in the College Laboratory Technician titles, and in an effort to reach goals in each college, of 10% in the Chief College Laboratory Technician title, 25% in the Senior College Laboratory Technician title and 65% in the College Laboratory Technician title the University agrees that budgetary considerations shall not constitute a ground for withholding promotions to qualified persons recommended for promotion to such titles in accordance with established criteria and procedures, up to that percentage.

22.3 Qualified members of this unit in adjunct titles who are recommended for reappointment and promotional reclassification in accordance with established criteria and procedures shall be so reclassified, subject to Board approval.

22.4 The University agrees that budgetary considerations shall not constitute a ground for withholding appointment to the rank of Assistant Professor of a certificated Lecturer who has earned a doctorate and has been recommended as qualified for such appointment in accordance with established criteria and procedures.

22.5 In recognition of the non-promotional status of the Higher Education Officers and Business Managers series titles the parties agree that upon the recommendation of the appropriate supervisory personnel in recognition of excellence in performance or increased responsibilities a member of the instructional staff in any of such titles may, upon approval of the Board, be granted an additional Movement within Schedule in the same title.

ARTICLE 23

DISTINGUISHED PROFESSORSHIPS

23.1 The parties agree that in the 1984-85 year the sum of $500,000 shall be provided in order to create fifty (50) Distinguished Professor Chairs in the units of the University and that each succeeding year under this agreement the sum of $1,000,000 shall be provided in order to create one hundred (100) Distinguished Professor Chairs in the units of the University.

23.2 Distinguished Professors shall be nominated by a college in accordance with the procedures in the College P & B Committee and Board Bylaws for appointments.

23.3 Faculty members holding the rank of professor at the college and other distinguished scholars in the academic world shall be eligible for consideration as a Distinguished Professor. A member of the administration holding the rank of professor also may be considered for a Distinguished Professorship provided that he returns to his non-administrative duties for the acceptance of the Chair.

23.4 The appointment of a Distinguished Professor ordinarily shall be for a specific period. Tenure in the title of Distinguished Professor shall not be granted, but with no prejudice towards tenure of a Distinguished Professor in the title of Professor.

ARTICLE 24

SALARY SCHEDULES

See separate enclosed document

ARTICLE 25

RESEARCH, FELLOWSHIP AND SCHOLAR INCENTIVE AWARDS

25.1 The parties agree that the University shall provide the following sums in the form of research and fellowship awards:

PSC-CUNY RESEARCH AWARDS:

7/1/84	$2.25 million
7/1/85	$2.5 million
7/1/86	$2.5 million
7/1/87	$2.5 million

FELLOWSHIP AWARDS:

8/31/84	$1.725 million
8/31/85	$1.725 million
8/31/86	$1.725 million
8/31/87	$1.725 million

In order to provide continuity in these programs, the parties agree that the last annual grant under this agreement shall be for a full year.

25.2 *PSC/CUNY Research Awards*

(a) Eligibility: It is the intention of the parties that the funds for research shall be available without restriction to all full-time members of the instructional staff, and the junior members of the faculty in particular, who are on the regular University payroll processed through the Office of the Comptroller of the City or State of New York. The parties further intend that research funding shall be used to support activities in the creative arts and all academically relevant research in the areas of natural science, social science and humanities, including but not limited to research related to curriculum development, improvement in teaching, adaptation of standard educational techniques to special clientele and the relationship between technical or occupational training and the liberal arts curriculum.

(b) Committee: The Chancellor shall appoint a faculty committee to be composed of representation among the Biological Sciences, the Physical Sciences, the Social Sciences, the Humanities, the professional schools and a representative of the non-classroom professional staffs. Such a committee shall be constituted as the University Committee on Research Awards, charged with the responsibility to make, in its discretion, research grants to individual instructional staff members of The City University of New York. The Chancellor may designate such University personnel as required for the financial administration of the research fund.

Agreement between the City University of New York and the Professional Staff Congress/City University of New York September 1, 1984-August 31, 1987

ARTICLE 24
SALARY SCHEDULES

24.1 Salary Schedules. The "salary Schedule" for each title listed in this Article is the appropriate schedule of annual salary rates in effect on the dates indicated. Employees will be placed laterally on the appropriate step of the schedule on the dates indicated.

24.2 Movement within Schedule. "Movement within Schedule" of a person covered by this Article, is movement from one schedule step to the next higher step of the same schedule. Except as otherwise specified in this Agreement, Article XII of the Bylaws shall govern movement within schedule.

For HEO series and Business Manager series employees, the movement within schedule shall take place on the January first or July first following completion of at least eleven (11) full months of service. For all other members of the Instructional Staff the movement within schedule shall take place on the January first of each succeeding year following completion of at least ten (10) full months of service.

An Adjunct who on July 1 shall have served six semesters over a period of the preceding three years and who has not received a movement within schedule during that period shall receive a movement within schedule to the next higher dollar amount. For the purpose of this paragraph, a semester shall include summer session.

24.3 The following provisions of the agreement provide for the application of the Coalition Economic Agreement agreed to by the parties to this agreement for the period September 1, 1984 through August 31, 1987.

A. Application of salary increases—Effective September 1, 1984 each employee shall move to the step of the salary schedule headed 9/1/84 paralleling the step on which such employee was being paid on August 31, 1984. Effective September 1, 1985 each employee shall move to the step of the salary schedule headed September 1, 1985 paralleling the step on which such employee was being paid on August 31, 1985. Effective September 1, 1986 each employee shall move to the step of the salary schedule headed September 1, 1986 paralleling the step on which such employee was being paid on August 31, 1986.

24.4 Hunter College Campus Schools. The provisions of Section 6216 of the New York State Education Law relating to salaries of persons employed in the Hunter College Campus Schools shall be applicable.

PROFESSOR

8/31/84	9/1/84	9/1/85	9/1/86
$35,020	$36,771	$38,522	$40,623
36,258	38,071	39,884	42,059
37,353	39,221	41,088	43,329
38,811	40,752	42,692	45,021
40,267	42,280	44,294	46,710
41,727	43,813	45,900	48,403
44,678	46,912	49,146	51,826
46,500	48,825	51,150	53,940
48,322	50,738	53,154	56,054
50,144	52,651	55,158	58,167

ASSOCIATE PROFESSOR

8/31/84	9/1/84	9/1/85	9/1/86
$28,212	$29,623	$31,033	$32,726
29,451	30,924	32,396	34,163
30,543	32,070	33,597	35,430
32,004	33,604	35,204	37,125
33,459	35,132	36,805	38,812
34,918	36,664	38,410	40,505
37,353	39,221	41,088	43,329
38,811	40,752	42,692	45,021
40,267	42,280	44,294	46,710
41,727	43,813	45,900	48,403

ASSISTANT PROFESSOR

8/31/84	9/1/84	9/1/85	9/1/86
$21,650	$22,733	$23,815	$25,114
22,745	23,882	25,020	26,384
23,984	25,183	26,382	27,821
24,859	26,102	27,345	28,836
25,805	27,095	28,386	29,934
27,044	28,396	29,748	31,371
27,993	29,393	30,792	32,472
29,087	30,541	31,996	33,741
30,543	32,070	33,597	35,430
32,004	33,604	35,204	37,125
33,459	35,132	36,805	38,812
34,918	36,664	38,410	40,505

INSTRUCTOR AND INSTRUCTOR (NURSING SCIENCE)

8/31/84	9/1/84	9/1/85	9/1/86
$19,858	$20,851	$21,844	$23,035
21,096	22,151	23,206	24,471
22,191	23,301	24,410	25,742
23,065	24,218	25,372	26,755
24,305	25,520	26,736	28,194
25,179	26,438	27,697	29,208
26,055	27,358	28,661	30,224
26,929	28,275	29,622	31,238
27,803	29,193	30,583	32,251
28,678	30,112	31,546	33,266
29,553	31,031	32,508	34,281

LECTURER

8/31/84	9/1/84	9/1/85	9/1/86
$19,858	$20,851	$21,844	$23,035
21,096	22,151	23,206	24,471
22,191	23,301	24,410	25,742
23,065	24,218	25,372	26,755
24,305	25,520	26,736	28,194
25,179	26,438	27,697	29,208
26,055	27,358	28,661	30,224
26,929	28,275	29,622	31,238
27,803	29,193	30,583	32,251
28,678	30,112	31,546	33,266
29,553	31,031	32,508	34,281
30,428	31,949	33,471	35,296

RESEARCH ASSOCIATE

8/31/84	9/1/84	9/1/85	9/1/86
$18,254 to 50,144	$19,167 to 52,651	$20,079 to 55,158	$21,175 to 58,167

RESEARCH ASSISTANT

9/1/84	9/1/84	9/1/85	9/1/86
$17,524	$18,400	$19,276	$20,328
18,765	19,703	20,642	21,767
19,858	20,851	21,844	23,035
20,732	21,769	22,805	24,049
21,023	22,074	23,125	24,387
21,317	22,383	23,449	24,728

COLLEGE PHYSICIAN

8/31/84	9/1/84	9/1/85	9/1/86
$17,015	$17,866	$18,717	$19,737
18,254	19,167	20,079	21,175
19,347	20,314	21,282	22,443
20,221	21,232	22,243	23,456
20,660	21,693	22,726	23,966
21,096	22,151	23,206	24,471
21,535	22,612	23,689	24,981
21,971	23,070	24,168	25,486
22,409	23,529	24,650	25,994
22,847	23,989	25,132	26,503

HIGHER EDUCATION OFFICER

8/31/84	9/1/84	9/1/85	9/1/86
$35,020	$36,771	$38,522	$40,623
36,258	38,071	39,884	42,059
37,353	39,221	41,088	43,329
38,811	40,752	42,692	45,021
40,267	42,280	44,294	46,710
41,727	43,813	45,900	48,403
44,678	46,912	49,146	51,826
46,500	48,825	51,150	53,940
48,322	50,738	53,154	56,054
50,144	52,651	55,158	58,167

HIGHER EDUCATION ASSOCIATE

8/31/84	9/1/84	9/1/85	9/1/86
$28,212	$29,623	$31,033	$32,726
29,451	30,924	32,396	34,163
30,543	32,070	33,597	35,430
32,004	33,604	35,204	37,125
33,459	35,132	36,805	38,812
34,918	36,664	38,410	40,505
37,353	39,221	41,088	43,329
38,811	40,752	42,692	45,021
40,267	42,280	44,294	46,710
41,727	43,813	45,900	48,403

HIGHER EDUCATION ASSISTANT

8/31/84	9/1/84	9/1/85	9/1/86
$21,650	$22,733	$23,815	$25,114
23,984	25,183	26,382	$27,821
24,859	26,102	27,345	28,836
26,171	27,480	28,788	30,358
27,044	28,396	29,748	31,371
27,993	29,393	30,792	32,472
29,087	30,541	31,996	33,741
30,543	32,070	33,597	35,430
32,004	33,604	35,204	37,125
33,459	35,132	36,805	38,812
34,918	36,664	38,410	40,505

ASSISTANT TO HIGHER EDUCATION OFFICER

8/31/84	9/1/84	9/1/85	9/1/86
$19,858	$20,851	$21,844	23,035
21,096	22,151	23,206	24,471
22,191	23,301	24,410	25,742
23,065	24,218	25,372	26,755
24,305	25,520	26,736	28,194
25,179	26,438	27,697	29,208
26,055	27,358	28,661	30,224
26,929	28,275	29,622	31,238
27,803	29,193	30,583	32,251
28,678	30,112	31,546	33,266
29,553	31,031	32,508	34,281

HIGHER EDUCATION AIDE

8/31/84	9/1/84	9/1/85	9/1/86
$15,922 to 20,951	$16,718 to 21,999	$17,514 to 23,046	$18,470 to 24,303

SENIOR REGISTRAR

8/31/84	9/1/84	9/1/85	9/1/86
$35,020	$36,771	$38,522	$40,623
36,258	38,071	39,884	42,059
37,353	39,221	41,088	43,329
38,811	40,752	42,692	45,021
40,267	42,280	44,294	46,710
41,727	43,813	45,900	48,403
44,678	46,912	49,146	51,826
46,500	48,825	51,150	53,940
48,322	50,738	53,154	56,054
50,144	52,651	55,158	58,167

REGISTRAR

8/31/84	9/1/84	9/1/85	9/1/86
$29,306	$30,771	$32,237	$33,995
30,543	32,070	33,597	35,430
32,004	33,604	35,204	37,125
33,459	35,132	36,805	38,812
34,918	36,664	38,410	40,505
37,353	39,221	41,088	43,329
38,811	40,752	42,692	45,021
40,267	42,280	44,294	46,710
41,727	43,813	45,900	48,403

ASSOCIATE REGISTRAR

8/31/84	9/1/84	9/1/85	9/1/86
$24,931	$26,178	$27,424	$28,920
26,171	27,480	28,788	30,358
27,044	28,396	29,748	31,371
27,993	29,393	30,792	32,472
29,087	30,541	31,996	33,741
30,543	32,070	33,597	35,430
32,004	33,604	35,204	37,125
33,459	35,132	36,805	38,812
34,918	36,664	38,410	40,505

ASSISTANT REGISTRAR

8/31/84	9/1/84	9/1/85	9/1/86
$19,858	$20,851	$21,844	$23,035
21,096	22,151	23,206	24,471
22,191	23,301	24,410	25,742
23,065	24,218	25,372	26,755
24,305	25,520	26,736	28,194
25,179	26,438	27,697	29,208
26,055	27,358	28,661	30,224
26,929	28,275	29,622	31,238
27,803	29,193	30,583	32,251
28,678	30,112	31,546	33,266
29,553	31,031	32,508	34,281

GRADUATE ASSISTANT "A"

8/31/84	9/1/84	9/1/85	9/1/86
$10,000	$10,500	$11,000	$11,600
10,547	11,074	11,602	12,235
11,167	11,725	12,284	12,954
11,604	12,184	12,764	13,461
12,224	12,835	13,446	14,180
12,662	13,295	13,928	14,688
13,099	13,754	14,409	15,195
13,537	14,214	14,891	15,703

GRADUATE ASSISTANT "B"

8/31/84	9/1/84	9/1/85	9/1/86
$ 5,000	$ 5,250	$ 5,500	$ 5,800
5,270	5,534	5,797	6,113
5,582	5,861	6,140	6,475
5,802	6,092	6,382	6,730
6,115	6,421	6,727	7,093
6,335	6,652	6,969	7,349
6,554	6,882	7,209	7,603
6,772	7,111	7,499	7,856

CHIEF COLLEGE LABORATORY TECHNICIAN

8/31/84	9/1/84	9/1/85	9/1/86
$27,292	$28,657	$30,021	$31,659
27,993	29,393	30,792	32,472
29,087	30,541	31,996	33,741
30,543	32,070	33,597	35,430
32,004	33,604	35,204	37,125
33,459	35,132	36,805	38,812

SENIOR COLLEGE LABORATORY TECHNICIAN

8/31/84	9/1/84	9/1/85	9/1/86
$23,648	$24,830	$26,013	$27,432
24,378	25,597	26,816	28,278
25,106	26,361	27,617	29,123
25,816	27,128	28,420	29,970
26,564	27,892	29,220	30,814
27,292	28,657	30,021	31,659

COLLEGE LABORATORY TECHNICIAN

8/31/84	9/1/84	9/1/85	9/1/86
$19,128	$20,084	$21,041	$22,188
19,713	20,699	21,684	22,867
20,295	21,310	22,325	23,542
20,878	21,922	22,966	24,218
21,462	22,535	23,608	24,896
22,191	23,301	24,410	25,742
22,919	24,065	25,211	26,586
23,648	24,830	26,013	27,432
24,378	25,597	26,816	28,278

BUSINESS MANAGER

8/31/84	9/1/84	9/1/85	9/1/86
$35,020	$36,771	$38,522	$40,623
36,258	38,071	39,884	42,059
37,353	39,221	41,088	43,329
38,811	40,752	42,692	45,021
40,267	42,280	44,294	46,710
41,727	43,813	45,900	48,403
44,678	46,912	49,146	51,826
46,500	48,825	51,150	53,940
48,322	50,738	53,154	56,054
50,144	52,651	55,158	58,167

ASSISTANT BUSINESS MANAGER

8/31/84	9/1/84	9/1/85	9/1/86
$28,212	$29,623	$31,033	$32,726
29,451	30,924	32,396	34,163
30,543	32,070	33,597	35,430
32,004	33,604	35,204	37,125
33,459	35,132	36,805	38,812
34,918	36,664	38,410	40,505
37,353	39,221	41,088	43,329
38,811	40,752	42,692	45,021
40,267	42,280	44,294	46,710
41,727	43,813	45,900	48,403

ASSISTANT TO BUSINESS MANAGER

8/31/84	9/1/84	9/1/85	9/1/86
$21,096	$22,151	$23,206	$24,471
22,336	23,453	24,570	25,910
23,430	24,602	25,773	27,179
24,305	25,520	26,736	28,194
25,179	26,438	27,697	29,208
26,055	27,358	28,661	30,224
26,929	28,275	29,622	31,238
27,803	29,193	30,583	32,251
28,678	30,112	31,546	33,266
29,553	31,031	32,508	34,281
30,428	31,949	33,471	35,296

ADJUNCT AND HOURLY PROFESSIONAL RATES

INSTRUCTOR, LECTURER, ADJUNCT LECTURER

8/31/84	9/1/84	9/1/85	9/1/86
$32.77	$34.41	$36.05	$38.01
34.25	35.96	37.68	39.73
35.70	37.49	39.27	41.41

ASSISTANT PROFESSOR, ADJUNCT ASSISTANT PROFESSOR

8/31/84	9/1/84	9/1/85	9/1/86
$37.16	$39.02	$40.88	$43.11
38.62	40.55	42.48	44.80

ASSOCIATE PROFESSOR, ADJUNCT ASSOCIATE PROFESSOR

8/31/84	9/1/84	9/1/85	9/1/86
$40.06	$42.06	$44.07	$46.47
41.54	43.62	45.69	48.19
42.99	45.14	47.29	49.87

PROFESSOR, ADJUNCT PROFESSOR

8/31/84	9/1/84	9/1/85	9/1/86
$44.45	$46.67	$48.90	$51.56
45.91	48.21	50.50	53.26
47.37	49.74	52.11	54.95

LECTURER (AT E.O.C. CENTERS)

8/31/84	9/1/84	9/1/85	9/1/86
$20,000	$21,000	$22,000	$23,200
21,238	22,300	23,362	24,636
22,333	23,450	24,566	25,906
23,207	24,367	25,528	26,920
24,447	25,669	26,892	28,359
25,322	26,588	27,854	29,374
26,197	27,507	28,817	30,389
27,071	28,425	29,778	31,402
27,946	29,343	30,741	32,417
28,820	30,261	31,702	33,431
29,696	31,181	32,666	34,447
30,570	32,099	33,627	35,461

ASSIGNED OVERTIME RATES

Counseling

Members of the non-classroom staff engaged in professional psychological counseling assignments shall be remunerated in accordance with the appropriate adjunct or hourly rate.

All other non-classroom staff engaged in counseling assignments shall be remunerated at the rate of 60 percent of the appropriate adjunct or hourly rate.

Professional Library Staff

Associate Professors. Assistant Professors and Instructors shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines at the rate of 60 percent of that newly established schedule.

Professional Registrars Staff

Associate Registrars and Assistant Registrars shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines at the rate of 60 percent of that schedule. Both parties agree that the work required from these staffs during the registration is an integral part of the total job. Thus, every effort shall be made to minimize compensable time for this group during registration periods. Necessary coverage is to be achieved through work schedule changes.

Professional Business Management Staffs

Assistant Business Managers and Assistant to Business Managers shall be remunerated in accordance with the schedule and in accordance with the stated guidelines at the rate of 60 percent of that newly established schedule.

Both parties agree that the work required from these staffs during peak periods, such as registration, budget preparation, etc., is an integral part of the total job. Thus, every effort shall be made to minimize compensable time for this group during these peak periods. Necessary coverage is to be achieved through work schedule changes.

College Laboratory Technicians

College Laboratory Technicians shall be remunerated for work performed in special sessions (evening, summer evening) beyond their normal assignments at a semester hour rate. Such semester hour rate is to be computed from the annual salary base of each individual by first determining the hourly rate and then converting this hourly rate to a semester hour rate. The hourly rate is to be 1/1500 of the annual salary base rounded to the next highest half dollar.

24.5 *Salary Task Force*

The University and the PSC agree to establish a joint task force to study and review the need for and feasibility of establishing differential salary scales for teaching members of the instructional staff in particular academic fields or disciplines. The recommendations of the task force shall be advisory and shall be made jointly to the Chancellor of The City University of New York and the President of the Professional Staff Congress.

(c) The Committee shall be responsible for establishing guidelines for the application and approval of research awards and shall communicate these procedures to all members of the instructional staff.

25.3 *Fellowship Awards*

(a) Eligibility: It is the intention of the parties that the funds for fellowship awards be limited to instructional staff members of the permanent instructional staff. Tenured members of the permanent instructional staff, including those holding the title Lecturer with certificates of continuous employment, who have completed six years of continuous paid full-time service with the University exclusive of non-sabbatical or fellowship leave, shall be eligible for a fellowship award. Individuals in professorial titles who are on leave from the title Lecturer with a certificate of continuous employment shall be eligible for a fellowship award. Service shall include service in a school or college maintained in whole or part with City funds immediately preceding service in a college or institution under the jurisdiction of the Board, provided that credit for such prior service shall not exceed three (3) years.

(b) Applications: 1. Applications for a fellowship award may be made for the following purposes:

(a) Research (including study and related travel).
(b) Improvement of teaching.
(c) Creative work in literature or the arts.

2. Such application shall also state that the applicant will continue to serve for at least one year after expiration of the term of his leave unless this provision is expressly waived by the Board.

3. The application in the form of a plan shall be submitted to the appropriate departmental committee and, if approved, to the college committee on faculty personnel and budget. If the latter committee approves, it shall forward the application to the President with its endorsement. Such endorsement must state that the work of the department in which the applicant serves can be so arranged as to be carried forward effectively during the period of the leave, and that the work the applicant intends to do is consonant with the principles of the fellowship leave. The President shall transmit such application to the Board, with his own recommendation.

4. The Board will consider the advantage of the applicant as a scholar and teacher to be expected from such a fellowship award, and the consequent advantage through his service to the college. Special consideration shall be given to those applicants who have not had a sabbatical leave or fellowship in fourteen (14) or more years.

5. Salary payments during the fellowship leave shall be as follows:

One-half (½) pay if the leave is for a full year. Full pay if the leave is for one-half (½) year. Members of the unit who receive a full-year fellowship leave at one-half pay may, at their option, upon written notice to the President no later than October 30 or March 30, whichever is applicable, terminate the fellowship leave after one-half year. Where fellowships are terminated upon request under Section 25.3(b)5, such termination relieves the University of any obligation to further claims for the second half of the leave, but does not reduce the time period or other qualifications required for consideration for a subsequent fellowship leave.

(c) The University agrees to request the appropriate retirement system to credit the period of the fellowship as service for retirement purposes. The period of the fellowship leave shall be credited for increment purposes.

(d) Nothing contained in this Article shall be construed to diminish or impair the rights of an employee appointed prior to July 1, 1965, of the benefits of the Bylaws of the Board as they existed on July 1, 1965 with respect to sabbatical leaves of absence.

25.4 **Professional Reassignments in the Library**

The parties agree to establish a paid leave not to exceed three weeks during any year commencing September 1 and ending August 31 for the purpose of permitting members of the instructional staff who serve in the libraries to be reassigned for research, scholarly writing, and other recognized professional activities that enhance their contribution to City University. The reassignments shall be subject to approval by the personnel and budget committees of the respective library departments and appropriate college-wide committees. The parties accept as a goal the reassignment of 50 members of the instructional staff in the University libraries during a one-year period.

25.5 *Scholar Incentive Awards*

Scholar Incentive Awards of not less than one semester nor more than one year shall be established for full-time personnel in the following titles: Professor, Associate Professor, Assistant Professor, Instructor, Lecturer, University Professor, Distinguished Professor, and Medical Series. **The only purpose of these Awards shall be to facilitate bona fide and documented scholarly research. Other projects or proposals (e.g. meeting of** degree requirements, study, service outside the University) or reasons (e.g. professional, career, personal) shall not be considered for these Awards.

The application in the form of a plan shall be submitted to the appropriate departmental committee and, if approved, to the college committee on faculty personnel and budget. If the latter committee approves, it shall forward the application to the President with its endorsement. Such endorsement must state that the work of the department in which the applicant serves can be so arranged as to be carried forward effectively during the period of the leave, and that the work the applicant intends to do is consonant with the principles of the Scholar Incentive Award. Upon positive recommendation of the President, the application shall be forwarded to the Chancellor for review and recommendation.

The following principles for such Scholar Incentive Awards shall apply:

1. A candidate shall be a full-time member of the instructional staff in one of the above titles.

2. A candidate shall have completed not less than one full year of continuous paid full-time service with the University before becoming eligible for a Scholar Incentive Award. A candidate shall be eligible for a subsequent Scholar Incentive Award after six years of creditable service with the University since the completion of the last Scholar Incentive Award. A Scholar Incentive Award may not be held concurrently with a Fellowship Leave.

3. If a Scholar Incentive Award is immediately preceded by full-time continuous service creditable for tenure or a Certificate of Continuous Employment or Fellowship Award and immediately followed by such full-time continuous service, the period of creditable service immediately preceding the Scholar Incentive Award shall be counted in computing the years of service required for the granting of tenure, Certificate of Continuous Employment or Fellowship Award.

4. A candidate may be compensated by the University for up to 25% of annual salary rate. The total amount of money earnable with outside support and the University salary may not exceed 100% of the annual salary rate that the person would have received without the leave. The amount may be less than 25% if the amount of any outside fellowship and grant support received would result in earnings above 100% of salary.

5. The University shall develop guidelines to be utilized in approving applications for Scholar Incentive Awards.

25.6 *Complaint Procedure*

Award decisions made under this Article shall be subject only to the informal complaint procedure specified in Article 20 hereof.

ARTICLE 26

WELFARE BENEFITS

26.1 The University shall contribute [$500.00 effective for each year of this Agreement] **$675.00 effective September 1, 1985, and $725.00 effective September 1, 1986. In addition, a one time per capita payment of $25.00 shall be made during the period September 1, 1986 through August 31, 1987.** The above amount will be paid on a per capita per annum basis to the PSC-CUNY Welfare Fund for all full-time eligible members of the instructional staff, including Lecturers. The per capita count shall be based on the life insurance enrollment figures.

26.2 Determination of eligibility and benefits is made by the PSC-CUNY Welfare Fund.

26.3 The parties agree to reorganize the structure of the PSC-CUNY Welfare Fund in accordance with the principles set forth in the document entitled "Structure of the PSC-CUNY Welfare Fund," dated May 21, 1985. The parties further agree that the new structure shall be in effect not later than January 1, 1986 and that they shall take all of the steps necessary to amend appropriate documents, including the Tripartite Agreement. The restructured PSC-CUNY Welfare Fund shall for all purposes be considered the successor entity to the current Fund.

26.4 The PSC agrees to establish a supplemental welfare benefits fund for instructional staff (a) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits at the time of such separation, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program or (b) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Higher Education/CUNY and the certified union representing such employees, who were participants in the CUNY optional Retirement Program (TIAA-CREF), who were employed by CUNY on a full-time basis for at least ten (10) years, who are at least age 55 and who have elected to and are receiving an annuity benefit from the CUNY optional Retirement Plan (TIAA-CREF) ("eligible individual or employee").

The University shall contribute the following annual amounts on a pro-rata basis for each eligible individual for remittance to the PSC to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

a. Eligible Employees separated from service from July 1, 1970 through August 31, 1982

Effective September 1, 1984	**$135.00**
Effective September 1, 1985	**$185.00**
Effective September 1, 1986	**$235.00**

In addition, a one-time per capita payment of $25.00 shall be made during the period September 1, 1986 through August 31, 1987.

b. **Eligible employees separated from service on or after September 1, 1982**

Effective September 1, 1984	**$575.00**
Effective September 1, 1985	**$625.00**
Effective September 1, 1986	**$675.00**

In addition, a one-time per capita payment of $25.00 shall be made during the period September 1, 1986 through August 31, 1987.

26.5 The University and the PSC agree to provide a health benefit effective February 1, 1986, for qualified adjuncts through the establishment of a welfare fund benefit. The benefit shall be available only to those adjuncts who are teaching six or more hours (or the equivalent) in the semester and who have taught one or more courses in the same department at the same college for ten (10) consecutive semesters (not including Summer Sessions) and who are not covered by other primary health care insurance provided by or through another source.

An adjunct who has established eligibility for this health benefit shall lose eligibility if in any two out of three academic years the adjunct teaches in only one semester of the year at that college.

Effective February 1, 1986, an amount of money equal to one quarter of one percent (.25%) of the aggregate unit salaries shall be paid each year for health insurance benefits to the PSC for this welfare fund health benefit for eligible adjuncts.

ARTICLE 27

RETIREMENT

27.1 At such time as the prohibition against pension negotiations is removed, the PSC and the University agree to meet and negotiate matters of pensions which require legislative action.

The parties agree to cooperate in efforts to implement their mutual understanding of Chapter 332 of the Laws of 1975 which is that members of the Instructional Staff in community colleges are eligible for membership in the Teachers' Retirement System.

The University agrees to make available to participants in the TIAA retirement program "The Retirement Transition Benefit" which permits an individual participant to receive a lump sum payment of up to 10% of his/her TIAA City accumulation if the participant is 55 or older at time of retirement.

The University shall continue to maintain and staff a University pension office for the purpose of providing informational services to the members of this unit.

Determination of pension eligibility and benefits are made by the appropriate retirement plan.

27.2 The parties agree to continue, subject to law, to implement a tax-free exchange of section 403(b) tax-sheltered annuity contracts for members of the New York City Teachers' Retirement System Tax Deferred Annuity Program with a different insurer as qualified under section 1035 of the Internal Revenue Code.

27.3 The University and the PSC agree that CUNY public retirement system retirees shall have the option of changing their previous choice of Health Plans and of providing for coverage of eligible dependents acquired subsequent to retirement, in accordance with the rules and regulations of the New York City Department of Personnel Health Insurance Division.

27.4 Instructional staff members who are members of the Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) pension system shall receive basic city health coverage upon retirement in accordance with the agreement reached between the parties and the City and State of New York.

ARTICLE 28

TRAVEL ALLOWANCES

28.1 The University shall provide the sum of [$560,000] **$650,000** annually for the duration of this Agreement for use by the members of the bargaining unit for attendance at professional meetings and conferences. The allocation of travel funds at each college shall be made by the appropriate college official or college committees.

ARTICLE 29

WAIVER OF TUITION FEES

29.1 All full-time members of the instructional staff in this unit shall be granted a waiver of tuition fees for undergraduate credit-bearing courses offered by the University during the fall and spring semesters in accordance with the procedures for the waiver of undergraduate tuition fees for other groups of employees.

29.2 The parties agree to provide six credits per semester during the fall and spring semesters at the graduate level to full-time members of the instructional staff on a space available, no-cost basis.

29.3 An adjunct who has taught one or more courses in the same department of the same college for ten (10) consecutive semesters (not including summer sessions) and who is appointed to teach a course of not fewer than three (3) contact hours per week in the fall or Spring semester shall be granted tuition remission for up to one course in that semester. If the course offered is at the graduate level, it shall be on a space available basis.

ARTICLE 30

FACILITIES AND SERVICES

30.1 The parties recognize the importance to the proper functioning of the University of providing adequate space, facilities and services for the instructional staff.

30.2 Within thirty (30) days of the signing of this Agreement, the Chancellor shall create a University-wide Committee on Facilities and Services, whose Chairman shall be the University Dean for Campus Planning and Development. The said Committee shall meet not less often than quarterly, and shall recommend to the Chancellor and or to the Board, annually and in writing, practical and concrete plans for improving the physical facilities and services available to the instructional staff. The Chancellor shall cause the annual report of the Committee to be placed on the Board agenda for consideration within sixty (60) days after delivery of the Report. The Chancellor and the PSC shall each appoint an equal number of members to said Committee which Committee may, in addition, include representatives of other components of the University.

30.3 To the extent that suitable space is available, each full-time member of the Instructional Staff shall have a desk, a chair, a file cabinet, and a book shelf and adjunct instructional staff shall have access to desk and file space.

30.4 Subject to appropriate governmental approval of Master Plans providing for the same, design specifications for the construction of new facilities for the use of members of the instructional staff shall provide for:

(a) A minimum of 120 square feet of office space for the use of each full-time member of the faculty for whose use the facility is designed;

(b) An office desk, chair, file drawers, a telephone and book shelves for each full-time member of the faculty;

(c) Dining facilities and an instructional staff lounge on each campus; and

(d) Appropriate facilities for adjuncts.

ARTICLE 31

REHIRING OF PERSONS WHO ARE DISCONTINUED

31.1 *Tenured Persons and Lecturers Holding CCEs*

The provisions of subdivision eleven of section 6212 of the Education Law shall be followed in the case of tenured persons. The provisions of the Board Bylaw Section 6.14 and the provisions of this Agreement shall be followed in the case of certificated persons.

The name of any such person shall be placed on an eligible list to be used in the filling of vacancies which may thereafter arise in the title and retrenchment unit of last employment. Rules and regulations shall be promulgated which include provision for the rehiring of such persons on a last released first rehired basis.

31.2 Non-Tenured Persons in the titles Professor, Associate Professor, Assistant Professor, College Laboratory Technician Series, Registrar Series, and Non-Certificated Lecturers.

The name of any such person, except a person who received a notice of non-reappointment prior to being discontinued from his or her position, shall be placed on an eligible list to fill vacancies arising prior to the date which, in the absence of being discontinued, would have been the expiration date of the appointment or the expiration date of any reappointment in the title last held in the retrenchment unit of last employment, except that when an individual has received a recommendation for tenure or the CCE and is retrenched prior to the effective date of tenure or the CCE, the name of the individual shall be placed on an eligible list for a period of three years. Any person restored to a position pursuant to this paragraph shall receive notice of reappointment or non-reappointment no later than June 15. The dates provided in Article 18 of this agreement for observations and evaluations shall not apply with respect to any reappointment or non-reappointment of a person restored to service pursuant to this paragraph. When a person is restored to service pursuant to this paragraph, the period of creditable service prior to the discontinuance shall be added to creditable service after such restoration for purposes of computing years of service required for tenure, but an academic year in which such person did not serve a full continuous year shall not be included in computing the years of service required for tenure. Rules and regulations shall be promulgated for the administration of these lists which include provision for the rehiring of persons on a last released first rehired basis except for special educational reasons. Acceptance of a position in the same or in a higher title in another college shall cause a person's name to be removed from the eligible list.

31.3 *Staff in Non-Tenure and Non-Certificate Bearing Titles*

The name of any such person, except a person who has received a notice of non-reappointment prior to being discontinued from his or her position, shall be placed on an eligible list to fill vacancies for a position in his/her title, function, and retrenchment unit which may arise prior to the date which, in the absence of being discontinued, would have been the expiration date of the appointment or three years, whichever period is shorter. Should such a position be reestablished, persons on the eligible list shall be restored to service in reverse order of discontinuance, except for special educational reasons, with respect to teaching personnel in these titles.

Any person restored to a position pursuant to this paragraph who would otherwise receive a notice of appointment or non-reappointment during that academic year shall receive such notice no later than June 15.

The dates provided in Article 18 of this agreement for observations and evaluations shall not apply to a reappointment or non-reappointment of a person restored to service pursuant to this paragraph.

31.4 Acceptance of a position in the same or in a higher title in another college shall cause a person's name to be removed from the eligible list.

31.5 CUNY agrees to publicize the functions of the University's Instructional Staff Referral Service and to extend its services to members of the PSC bargaining unit in both full-time and part-time positions.

The Instructional Staff Referral Service shall accept and periodically transmit to the colleges applications for postions from persons who were discontinued in full-time or part-time positions.

ARTICLE 32

DISCONTINUANCES

32.1 The term discontinuance as used in the agreement means the termination in accordance with retrenchment procedures of an individual's service on dates other than those provided in Articles 9, 10 and 13 of the agreement and through procedures other than those normally utilized in academic and administrative appointments, reappointments and non-reappointments.

32.2 Any discontinuance of employees in this unit during the 1984-87 fiscal years shall be undertaken only after other measures have been explored and implemented to the extent practicable consistent with the Board's responsibilities to govern the University, to carry out the academic programs of the University and to provide a safe and appropriate environment.

ARTICLE 33

FACULTY AND STAFF DEVELOPMENT

33.1 The University agrees to develop and implement with the PSC programs of professional development and/or retraining for tenured and certificated members of the instructional staff in the titles Professor, Associate Professor, Assistant Professor, Instructor, and Lecturer. Participation in the programs shall be voluntary.

33.2 The University, through its Office of Faculty and Staff Relations, agrees to develop and implement with the PSC programs of professional development and/or retraining for members of the non-classroom instructional staff. The program shall be voluntary. The University shall have the right to assign staff to the program only during the normally scheduled work day.

33.3 The Chancellor will consult with the President of the PSC regarding general guidelines for the development and implementation of the programs. These programs shall be developed on a no-cost basis.

33.4 Staff successfully completing a faculty or staff development program shall, upon their request, have acknowledgement of this fact placed in their personal personnel files.

33.5 This Article shall not be subject to Article 20.

ARTICLE 34

MEDICAL SERIES

34.1 Persons in the medical series shall be compensated as follows:

	8/31/84	9/1/84	9/1/85	9/1/86
Medical Professor (Basic Sciences)	$45,080 to 59,858	$47,334 to 62,841	$49,588 to 65,824	$52,293 to 69,203
Associate Medical Professor (Basic Sciences)	37,790 to 52,369	39,680 to 54,987	41,569 to 57,606	43,838 to 60,748
Assistant Medical Professor (Basic Sciences)	30,501 to 45,080	32,026 to 47,334	33,551 to 49,588	35,381 to 52,293
Medical Professor (Clinical)	58,199 to 80,068	61,109 to 84,071	64,019 to 88,075	67,511 to 92,879
Associate Medical Professor (Clinical)	50,911 to 66,948	53,457 to 70,295	56,002 to 73,643	59,057 to 77,660
Assistant Medical Professor (Clinical)	45,080 to 59,858	47,334 to 62,842	49,588 to 65,825	52,293 to 69,204
Adjunct Assistant Medical Professor (Clinical)	95.47 102.75 110.06	100.24 107.89 115.56	105.02 113.03 121.07	110.75 119.19 127.67
Adjunct Associate Medical Professor (Clinical)	111.50 118.80 126.10	117.08 124.74 132.41	122.65 130.68 138.71	129.34 137.81 146.28
Adjunct Medical Professor (Clinical)	127.35 136.30 146.49	133.83 143.12 153.81	140.31 149.93 161.14	147.96 158.11 169.93
Adjunct Assistant Medical Professor (Basic Sciences)	59.03 67.59 73.81	61.98 70.97 77.29	64.93 74.35 80.97	68.47 78.40 85.39
Adjunct Associate Medical Professor (Basic Sciences)	75.06 82.35 88.66	78.81 86.47 94.14	82.57 90.59 98.63	87.07 95.53 104.01
Adjunct Medical Professor (Basic Sciences)	91.10 99.84 110.06	95.66 104.83 115.56	100.21 109.82 121.07	105.68 115.81 127.67

34.2 The terms and conditions of employment for the above titles shall be those contained in the Bylaws of the Board and the written policies of the Board and, in addition, only the following provisions of this Agreement shall be applicable to the Medical Professorial titles:

Article 3—Unit Stability
Article 4—Check-off and Agency Shop
Article 8—Non-Discrimination
Section 20.3—Informal Procedure for Handling Complaints
Section 24.3—Coalition Economic Agreement Provisions
Article 26—Welfare Benefits
Article 27—Retirement
Article 38—No Strike Pledge
Article 39—Legislative Action
Article 40—Coalition Economic Agreement

ARTICLE 35
CUNY LAW SCHOOL

35.1

	8/31/84	9/1/84	9/1/85	9/1/86
Law School Professor	$46,224 to 69,336	$48,535 to 72,803	$50,846 to 76,270	$53,620 to 80,430
Law School Associate Professsor	39,290 to 56,624	41,255 to 59,455	43,219 to 62,286	45,576 to 65,684
Law School Assistant Professor	33,512 to 46,224	35,188 to 48,535	36,863 to 50,846	38,874 to 53,620
Law School Instructor	19,876 to 40,446	20,870 to 42,468	21,864 to 44,491	23,056 to 46,917
Law School Adjunct Professor	46.22/hr. to 127.12/hr.	48.53/hr. to 133.48/hr.	50.84/hr. to 139.83/hr.	53.62/per hr. to 147.46/hr.
Law School Adjunct Associate Professor	40.45/hr. to 92.45/hr.	42.47/hr. to 97.07/hr.	44.50/hr. to 101.70/hr.	46.92/hr. to 107.24/hr.
Law School Adjunct Assistant Professor	36.98/hr. to 69.34/hr.	38.83/hr. to 72.81/hr.	40.68/hr. to 76.27/hr.	42.90/hr. to 80.43/hr.
Law School Lecturer	2,311/Mo. to 5,778/Mo.	2,427/Mo. to 6,067/Mo.	2,542/Mo. to 6,356/Mo.	2,681/Mo. to 6,702/Mo.
Law School Library Associate Professor	28,212 to 41,727	29,623 to 43,813	31,033 to 45,900	32,726 to 48,403
Law School Library Assistant Professor	21,650 to 34,918	22,733 to 36,664	23,815 to 38,410	25,114 to 40,505

35.2 Individuals employed in the title Law School Lecturer shall not be employed more than three consecutive months in one academic year.

35.3 Individuals employed in the title Law School Library Associate Professor or Law School Library Assistant Professor shall have 30 work days of annual leave, shall work a 35 hour week and shall have the following regular holidays with pay:

- Independence Day
- Labor Day—first Monday in September
- Veterans' Day—November 11
- Thanksgiving Holiday—fourth Thursday in November, Friday following
- Christmas Holiday—December 24 and 25
- New Year's Holiday—December 31, January 1
- Memorial Day
- In addition, there shall be two unscheduled holidays in the period July 1—June 30 each year

If a holiday falls on a Saturday or Sunday which is not a regular work day it shall be observed on the Friday before or the Monday following as designated by the Law School or by the University or, at the option of the University, may be designated as an unscheduled holiday, to be taken following the holiday for which it is substituted but prior to the end of the fiscal year, with the prior approval of the employee's supervisor. Professional Law School Library staff shall be required to work Veteran's Day, Election Day, Lincoln's Birthday and Washington's Birthday, for which they shall be remunerated in accordance with the assigned overtime rate.

The assigned overtime rate for the Professional Law School Library Staff shall be 60% of the Adjunct rate listed in Article 24.

35.4 In accordance with the special nature of the instructional program of the Law School, individuals in HEO titles only in the Law School may be assigned teaching duties as a part of their regular 35 hour per week assignment. Individuals so assigned shall be released from their regular HEO duties for the number of classroom contact hours taught weekly and, in addition, an equal number of hours equal to the number of classroom contact hours taught per week.

35.5 The terms and conditions of employment for the above titles shall be those contained in the Bylaws applicable to the Law School and the written policies of the University applicable to the Law School, and, in addition, only the following provisions of this agreement shall be applicable to the CUNY Law School Professorial series:

Article 3 — Unity Stability
Article 4 — Check-off and Agency Shop
Article 8 — Non-Discrimination
Article 20.3 — Informal Procedure for Handling Complaints
Article 23.1* — Distinguished Professor
23.4
Article 24.3 — Coalition Economic Agreement Provisions
Article 26 — Welfare Benefits
Article 27 — Retirement
Article 38 — No Strike Pledge
Article 39 — Legislative Action
Article 40 — Coalition Economic Agreement

*Article 23.1 and 23.4—Law School Professors shall be eligible for nomination as Distinguished Professor

ARTICLE 36
RESIDENT SERIES

36.1 Persons in the Resident Series shall be compensated as follows:

	8/31/84	9/1/84	9/1/85	9/1/86
Resident Professor	1,347 per credit hour	1,414	1,482	1,563
Resident Associate Professor	1,145 per credit hour	1,202	1,260	1,328
Resident Assistant Professor	943 per credit hour	990	1,037	1,094
Resident Instructor	809 per credit hour	849	890	938
Resident Lecturer	809	849	890	938

To be eligible for appointment to these titles a person must be a member of the Instructional Staff of the City University of New York, at the time of application for the position, at least 35 years of age and eligible for service or age retirement, and must retire prior to both the attainment of the mandatory retirement age, under the retirement system of which he/she is a member and the appointment to the position.

To be eligible to receive appointment in these titles the individual meeting the above requirements shall have first exhausted retirement leave benefits under Section 3107 of the Education Law. Appointment to these titles shall be discretionary with the Board on recommendation of the college and be made only where educationally and financially advantageous to the instructional unit and college.

36.2 The title assigned to the individual shall correspond to the title held prior to retirement:

Professor	Resident Professor
Associate Professor	Resident Associate Professor
Assistant Professor	Resident Assistant Professor
Instructor	Resident Instructor
Lecturer	Resident Lecturer

36.3 Appointment in the resident series shall be for a semester or academic year. The duration of employment in the resident series titles shall not exceed three years and shall not in any case continue beyond the date at which an individual would have been compelled to retire under mandatory retirement age provisions of the retirement system of which he/she was a member.

36.4 The conditions of such employment shall be as follows:

a. Persons holding a title in the Resident Series may teach no more than the lesser of two courses or six credit hours during each academic year.

b. The assignment of courses shall be within the discretion of the departmental chairperson and/or other properly authorized college official.

c. The assignment of courses shall be within the range of offerings previously taught by the Resident staff member, but no resident staff member shall have a claim to teach a particular course.

d. Appointment to Resident Series titles shall be subject to sufficiency of student enrollment and financial ability.

e. Disputes arising under the provisions of this resolution for early retirement shall be subject to section 20.3 hereof, with an appeal permitted to the Chancellor or the Chancellor's designee.

f. An individual who accepts early retirement under this plan shall retain faculty prerogatives under the Bylaws, except that no such person may serve as chairperson, in an excluded management title, or serve on a departmental personnel and budget committee or other personnel committee.

g. Acceptance of a Resident Series title shall not preclude the individual from receiving benefits under the CUNY Faculty Welfare Fund to which he/she is otherwise entitled as a retiree.

ARTICLE 37
ACADEMIC CALENDAR

Prior to the implementation of academic calendar changes emanating from the Board of Higher Education Calendar Number 10, April 5, 1976, the impact of such change shall be negotiated by the parties with respect to matters covered by this agreement.

ARTICLE 38
NO STRIKE PLEDGE

38.1 CUNY and the PSC agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of the law in this regard will not be violated. The University agrees it will not lock out any or all employees during the term of the Agreement and the PSC agrees on behalf of itself and its membership that there shall be no strikes, slowdowns or interference with the normal operation of the City University during the term of this Agreement.

ARTICLE 39
LEGISLATIVE ACTION

39.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 40
COALITION ECONOMIC AGREEMENT

The provisions applicable to employees in this unit of the Coalition Economic Agreement signed on the — day of — by the University and on the — day of — by the PSC are incorporated into this Agreement.

ARTICLE 41
DURATION

41.1 This agreement shall become effective **September 1, 1984** upon its adoption by the Board of Trustees, its ratification by the membership of the Professional Staff Congress, and its approval by the Financial Control Board.

41.2 Only the Chancellor or his/her designee together with the President of the PSC or his/her designee may agree to waive a provision of this Agreement.

41.3 This Agreement shall be in effect through **August 31, 1987.**

CONTINUING EDUCATION

The following constitutes the Agreements between the City University of New York and the Profesional Staff Congress/CUNY on Continuing Education and the Educational Opportunity Centers. These Agreements are supplementary to the Agreement between these parties for the period **1984-87.**

1 DEFINITION

Continuing Education programs are programs which are given under the aegis of a college supported by funds processed through the income fund reimbursable account.

2 TITLE AND SALARY

(a) Persons teaching Continuing Education shall be employed in the title, Continuing Education Teacher for which the minimum hourly rate effective [November 1, 1982 shall be $20.79 and effective September 1, 1983, $22.25] **September 1, 1985 shall be $22.50 for new hires only.**

(b) A person who is teaching a course for which degree credit is granted by the college upon successful completion of the course shall be compensated for such course on an hourly basis in accordance with the Adjunct and Hourly Professorial Rate provided in Article 24 of the PSC Agreement.

(c) A person who has taught a course in Continuing Education during the period September 1, 1977-August 31, 1978 who is employed to teach such course shall be paid not less than the hourly rate paid to such person during the period September 1, 1977-August 31, 1978 provided such rate did not exceed the Adjunct and Hourly Professorial Rate in Article 24 of the 1977-78 PSC Agreement.

(d) Any teacher who at least once in the period September 1, 1977-August 31, 1978 taught a course and was paid a rate the same as a rate which appears under the heading "Adjunct and Hourly Professorial Rates, September 1, 1977" in Article 24 of the Agreement between the Board of Higher Education and the Professional Staff Congress/CUNY, 1977-78 for teaching a Continuing Education Course which continues to be offered shall be given first opportunity to teach such course.

(e) Any teacher who at least once in the period February 1, 1977-August 31, 1978 taught a course and was paid the same rate as a rate which appears under the heading "Adjunct and Hourly Professorial Rates, September 1, 1977" in Article 24 of the Agreement between the Board of Higher Education and the Professional Staff Congress/CUNY, 1977-78 for teaching a course which ceases to be offered shall be given first opportunity to teach such course if such course is offered within 18 months of the time that the course ceases to be offered.

3 ACADEMIC REPORT

A person who is teaching a course for which degree credit is granted by the college upon successful completion of the course shall receive an Academic Report once each year signed by the Director of Continuing Education or his/her designee. This report shall state that services are satisfactory or unsatisfactory. Where the report indicates unsatisfactory service, the reasons for concluding that services are unsatisfactory shall be set forth. The person may respond to the Academic Report and if such response is received it should be attached to the report.

This provision shall not apply to any person who is also a member of the full-time or adjunct teaching staff of the College. In such instances, the Director shall have access to the College's personnel files for the person.

4 COMPLAINT AND GRIEVANCE MACHINERY

(a) Intent:

The Parties agree to use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the PSC, the employees, and the University. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

(b) Definitions:

(1) A complaint is an informal claim by an employee covered by this Article or by the PSC of improper, unfair, arbitrary or discriminatory treatment. A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal procedure herein set forth.

(2) A grievance is an allegation that there has been a violation of the stated terms of this Article.

(c) Informal Procedure for Complaints:

An employee covered by this Article may present and discuss his complaint either with or without a representative of the PSC with the Continuing Education Director. Similarly, a representative of the PSC may present and discuss a complaint on behalf of any employee or group of employees with the Continuing Education Director of the unit involved and such discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

(d) Formal Procedure for Grievances:

Grievances may be filed by an employee in the bargaining unit, on his or her behalf, or by the Professional Staff Congress on its behalf, or by the Professional Staff Congress on behalf of any employee or group of employees in the bargaining unit. Grievances involving employees in more than one College of the University may be filed by the PSC initially at Step 2 of the grievance procedure.

A grievance must be filed by an employee or the PSC within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after the PSC or the employee on whose behalf the grievance is filed became aware of the action complained of. Any grievance or informal complaint not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.

A grievance must be stated in writing setting forth the basis therefore with reasonable particularity, including a designation of the section of this Article relied upon, and the remedy requested.

Step 1. Grievances shall be filed at the college with the President's designee. The President or the designee shall, within fifteen (15) days excluding Saturdays, Sundays or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the purpose of discussing the grievance. The designee shall within fifteen (15) days, excluding Saturdays, Sundays, or legal holidays, after the grievance meeting, issue a decision in writing to the grievant and the PSC.

Step 2. If the grievance has not been settled at Step 1, then within fifteen (15) days, exclusive of Saturdays, Sundays, and legal holidays, after receipt of the written decision of the President's designee, or the expiration of the time limits for making such decision, the grievant or PSC may submit the grievance in writing simultaneously to the University Dean for Faculty and Staff Relations and the Executive Director of the PSC/CUNY, together with a copy of the decision of the President's designee of the College affected and with a copy of any statement and exhibits to be considered. The College affected shall then be asked to submit any statement and exhibits to be considered.

The Executive Director of the PSC/CUNY and the University Dean for Faculty and Staff Relations shall confer in an attempt to dispose of the grievance.

Step 3. If the grievance has not earlier been resolved the person or persons who submitted the grievance at Step 2 may appeal the grievance to Step 3 by serving notice to that effect by certified mail, return receipt requested to the Vice Chancellor for Faculty and Staff Relations.

(e) As the need arises, the University and the PSC shall select an individual to review Step 3 grievances under this Article, and to issue a decision orally, or in writing as to the disposition of the grievance.

In no event shall such individual have authority to add to, subtract from, modify or amend the provisions of this Article or to appoint or direct an appointment of any person. Such decision or award shall be binding upon the PSC, the University and the employees affected thereby. The cost of this procedure shall be borne equally by the parties. Expenses for witnesses if utilized, however, shall be borne by the party who calls them. On issues of appointment such individual may make a financial award in an amount not to exceed the salary otherwise attributable to the appointment at issue.

5 DUPLICATIVE PROCEEDINGS

A grievance alleging a violation of Article 8 as incorporated in this Article shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation.

Notwithstanding the preceding sentence, in a case involving an appointment, if the processing of the grievance is not completed within three hundred and forty-five (345) days of the date of the beginning of the appointment at issue, the restriction provided in the preceding sentence shall not be applicable where a complaint is filed thereafter with the City Commission on Human Rights, the State Division of Human Rights or their successor agencies with respect to the same claim.

6. Persons and matters covered by this article shall not be covered by any other articles of the Agreement with the PSC except Article 1 (Recognition) Article 3 (Unit Stability) Article 4 (Check-Off and Agency Shop) Article 5 (Information and Data) Article 7 (Organizational Use of Facilities) Article 8 (Non-Discrimination) Article 17 (Jury Duty) Article 38 (No Strike Pledge) Article 39 (Legislative Action) Article 41 (Duration).

EDUCATIONAL OPPORTUNITY CENTERS AGREEMENT

Agreement entered into this 25th day of April, 1980 by and between the City University of New York and the Professional Staff Congress/CUNY.

1. The Professional Staff Congress/CUNY is recognized by the City University as the exclusive collective bargaining representative under the Public Employees' Fair Employment Act for the period beginning April 25, 1980 for persons employed in instructional titles at the Educational Opportunity Centers sponsored by the Borough of Manhattan Community College and New York City Technical College except that employees in the following functions or titles are excluded:

Director
Associate Director
Assistant Director
Coordinator (Number of Coordinators not to exceed those specified in contract between SUNY and the individual college)

2. Terms and conditions of employment shall be in accordance with provisions of the **1984-87** Agreement between the Board of Trustees and the Professional Staff Congress/CUNY, the University's Bylaws and other written policies for individuals in titles corresponding to personnel in the sponsoring colleges except that

(a) benefits are provided as follows:

Brooklyn EOC

Health Insurance: Blue Cross/Blue Shield/Major Medical-Wraparound, Contract #166859P or
Health Insurance of New York (HIP) Contract #8786

Retirement: TIAA/CREF Plan Master Agreement

Disability: Beneficial National Life Insurance Company, Policy #8-910-31829

Worker's Compensation: Federal Insurance Company, Policy #81-70023142

Manhattan EOC

Health Insurance: Blue Cross/Blue Shield/Major Medical, Contract #197641
Blue Cross/Blue Shield Progressive Dental Plan (Basic Contract).

Retirement: TIAA/CREF

Disability: American Accident & Health Insurance Company, Policy #902326

Worker's Compensation: The State Insurance Fund, Policy #571-847-3

(b) Under Article 14 (Leaves and Holidays), the period of annual leave for Lecturers shall be from the day after commencement at the Center until the first of September following such commencement or an equivalent consecutive period.

(c) Section 9.8 of Article 9 (Appointment and Reappointment), section 22.4 of Article 22 (Increased Promotional Opportunities) and Article 25 (Research and Fellowship Awards) are not applicable.

3. An employee who meets the qualifications shall be awarded tenure in a respective EOC upon recommendation to and approval by the Board of Trustees. Such tenure or service toward tenure are not transferable to any EOC or unit of City University.

4. An employee who meets the qualifications shall gain a multiple year appointment in a respective EOC upon recommendation to and approval by the Board of Trustees. Such appointment or service toward a multiple year appointment are not transferable to any EOC or unit of City University.

5. City University's obligations to employees of the Educational Opportunity Centers covered by this Agreement shall be subject to:

(a) renewal of the annual agreement between the sponsoring college and the State University of New York

(b) provisions for the payment of such obligations in the budget of each Educational Opportunity Center approved by the State University of New York.

6. This Agreement shall become effective upon acceptance by the City University and the Professional Staff Congress/CUNY and approval by the Financial Control Board.